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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	85527029
Applicant	World Trade Centers Association, Inc.
Applied for Mark	WTC
Correspondence Address	SANDRA EDELMAN DORSEY & WHITNEY LLP 51 WEST 52ND STREET NEW YORK, NY 10019-6119 UNITED STATES ny.trademark@dorsey.com, edelman.sandra@dorsey.com, sun- derji.fara@dorsey.com
Submission	Applicants Request for Remand and Amendment
Attachments	Second Request Remand.pdf(2651958 bytes) Richie Exhibits A to C.pdf(2192518 bytes) Richie Exhibit D Part 1.pdf(5536291 bytes) Richie Exhibit D Part 2.pdf(3711339 bytes) Richie Exhibit E and F Part 1.pdf(5513841 bytes) Richie Exhibit F Part 2.pdf(5855402 bytes) Richie Exhibit F Part 3.pdf(3765536 bytes)
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Signature	/se/
Date	05/28/2014

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re Trademark Applications of
World Trade Centers Association, Inc.

Serial	85/473,613 (WTC, Cl. 18))	Evin L. Kozak, Esq.
Nos.:	85/473,617 (WTC, Cl. 16))	Trademark Examining Attorney
	85/474,746 (WORLD TRADE CENTER, Cl. 16))	
	85/474,748 (WORLD TRADE CENTER, Cl. 18))	Trademark Law Office 116
	85/527,008 (WORLD TRADE CENTER, Cl. 9))	
	85/527,029 (WTC, Cl. 9))	
	85/527,100 (WORLD TRADE CENTER, Cl. 14))	
	85/527,119 (WTC, Cl. 14))	

**APPLICANT’S SECOND MOTION TO SUSPEND AND
REMAND FOR SUBMISSION OF RESPONSIVE EVIDENCE**

Applicant World Trade Centers Association, Inc. (“Applicant”) hereby moves pursuant to Trademark Rule 2.142(d) to suspend the consolidated appeal proceeding and remand the applications to the Examining Attorney. This second motion to suspend and remand is being submitted for the limited purpose of correcting the factual record regarding Applicant’s ownership and licensing of the marks at issue on appeal, in response to evidence first introduced by the Examining Attorney on April 24, 2014 in the latest Reconsideration Letter maintaining the refusal of registration of the applications. The Examining Attorney believes this new evidence “call[s] into question” Applicant’s ownership of the WTC and WORLD TRADE CENTER marks and associated licensing activities, and raises issues of concern regarding the propriety of the compensation paid to Applicant’s now-deceased former President.

Applicant seeks to introduce the Declaration of Scott Richie, attached as Exhibit 1, which explains the factual background of Applicant’s ownership and licensing of the WORLD TRADE CENTER and WTC trademarks, and responds briefly to the issues of executive compensation raised by the Examining Attorney. Applicant also believes the new evidence

sought to be relied on by the Examining Attorney constitutes inadmissible hearsay and/or is entirely irrelevant to the issues on appeal, but will reserve legal arguments on these evidentiary points for its supplemental brief on appeal.

Applicant respectfully submits that good cause exists for this request to remand because the evidence it seeks to introduce is directly responsive to new evidence submitted by the Examining Attorney in connection with the most recent Reconsideration Letter. *Cf.* TBMP § 1207.02(3) (providing that an applicant is allowed to submit responsive evidence following an Examining Attorney's introduction of new evidence on remand). Specifically, the Examining Attorney appears to have based her latest refusal of the applications, at least in part, on reports from two news websites that purport to cast doubt on Applicant's ownership and licensing of the WTC and WORLD TRADE CENTER marks and the propriety of the income paid to Applicant's deceased former President. *See* Reconsideration Letter issued April 24, 2014, at 5-6. Notably, the Examiner has not previously questioned Applicant's ownership of the marks, licensing activities and executive compensation, and thus the Examiner's new evidence on the topic is not cumulative of any prior evidence in the record. The Declaration of Scott Richie is therefore relevant to the ultimate issues on appeal because the Examining Attorney has relied on this new evidence in support of her continued refusal of registration of the applications at issue.

Finally, Applicant's limited request to remand to enter responsive evidence is timely, as Applicant has not yet submitted its supplemental brief following the Examining Attorney's issuance of her Reconsideration Letter, the Examining Attorney has not submitted her brief on appeal and the Board has yet to render a final decision.

I. Procedural History of the Appeal

The procedural history of this consolidated appeal proceeding is set forth in detail in Applicant's first motion to remand, filed on March 14, 2014. On March 26, 2014, the Board

issued an Order remanding jurisdiction of all eight applications to the Examining Attorney for consideration of Applicant's additional evidence. *See* Dkt. 61.¹

In particular, jurisdiction of the applications was restored to the Examining Attorney for further consideration of: (1) the report of George Mantis on the results of a consumer perception survey for the WORLD TRADE CENTER mark; and (2) the report of Dr. Erich Joachimsthaler, a branding expert, on the creation and growth of the brand identity for the WORLD TRADE CENTER and WTC marks. As noted above, on April 24, 2014, the Examining Attorney issued a Reconsideration Letter in which she maintained her refusal of all eight applications. *See* Dkt. 67.

In support of the refusal, the Examining Attorney supplemented the factual record with new evidence in the form of a report from the news website NorthJersey.com and another report from the NewYorkDailyNews.com website. *See* Reconsideration Letter at 5-6. The Examining Attorney cited these news items in criticizing the conclusion of the Joachimsthaler Report that Applicant has followed a well-established strategy of brand building by leveraging its rights in the WORLD TRADE CENTER and WTC marks for association services through the planned sale of branded merchandise identified in the applications at issue on appeal. As the Examining Attorney contends:

[T]he attached website evidence from NorthJersey.com calls into question both applicant's ownership of rights to the "World Trade Center" name and related licensing consistency and profits gained "each year for the privilege of using the words 'World Trade Center.'" Similarly, the attached website evidence from NY Daily News details the ongoing ramifications of how "former executive Guy Tozzoli earned millions by licensing the name through the nonprofit World Trade Centers Association."

Id. at 5-6 (internal citations omitted). The insinuation that Applicant is not the lawful owner of the applied-for marks, that its licensing activities are somehow improper, and that its former

¹ The dates and docket numbers referenced in this motion reflect the records for the leading application in this consolidated appeal proceeding, Ser. No. 85/473,613.

executive was overpaid all support the Examiner's ultimate conclusion that Applicant is not entitled to registration of the applied-for marks. Never before has the Examining Attorney questioned Applicant's ownership of the WORLD TRADE CENTER and WTC trademarks or the propriety of its licensing practices and executive compensation. The factual record is therefore void of responsive evidence from Applicant on these issues.

II. New Evidence Sought to be Introduced

Through the instant motion to suspend and remand, Applicant seeks to introduce the Declaration of Scott Richie to correct the factual record concerning its ownership of the WORLD TRADE CENTER and WTC trademarks and its licensing activities. Applicant submits that the Richie Declaration is directly responsive to the new evidence and arguments entered by the Examining Attorney because it establishes that Applicant lawfully obtained all ownership rights to the WORLD TRADE CENTER trademark from the Port Authority of New York and New Jersey (the "Port Authority") on February 18, 1986 through documentation that was properly reviewed and executed by the Port Authority. Richie Decl. ¶ 3 and Exh. A. As the Richie Declaration further explains, Applicant's ownership and licensing rights in both the WORLD TRADE CENTER and WTC trademarks have been confirmed, acknowledged and validated in multiple bilateral agreements with the Port Authority entered into over many years, including later in 1986, in 1995 and 2001. *Id.* ¶¶ 5-9 and Exhs. B-E. Applicant's ownership and licensing rights were again re-approved by the Port Authority as recently as 2006. *Id.* ¶¶ 10-11 and Exh. F.

Finally, the Richie Declaration confirms that, while wholly irrelevant to the issues on appeal, the compensation of Mr. Guy F. Tozzoli was set by Applicant's Board and reviewed on a periodic basis to ensure that it was commensurate with his experience, effort and work performed on behalf of the Applicant, and reviewed as well by an independent outside tax

attorney and compared to amounts paid to similarly situated senior executives working for comparable trade associations. *Id.* ¶ 12. To the extent the Examining Attorney is also relying on the New York Daily News website material to suggest that Mr. Tozzoli was personally and improperly enriched with revenues derived from licensing the WORLD TRADE CENTER and WTC marks, the Richie Declaration confirms that all initiation and membership dues paid by licensees were in amounts properly set by the WTCA Board and paid to WTCA as an organization, not to Mr. Tozzoli personally. *Id.* ¶ 13.

Without the foregoing responsive evidence in the factual record, Applicant will be hampered in its ability on appeal to challenge the inaccurate hearsay evidence presented by the Examining Attorney. The Declaration of Scott Richie should therefore be entered into the factual record before the appeal proceeds further.

III. Good Cause Exists for Remand to Submit Applicant's Supplemental Evidence

Pursuant to TBMP § 1207.02, a request to remand for additional evidence “must include a showing of good cause therefor (which may take the form of a satisfactory explanation as to why the evidence was not filed prior to appeal).” Applicant submits that good cause exists because, as shown above, its evidence is responsive to the new evidence and arguments introduced by the Examining Attorney in the April 24 Reconsideration Letter. *Cf.* TBMP § 1207.02(3) (providing that an applicant is allowed to submit responsive evidence following an Examining Attorney's introduction of new evidence on remand).

IV. Applicant's Request is Timely

Pursuant to TBMP § 1207.02, “[a] request under 37 CFR 2.142(d) to suspend and remand for additional evidence must be filed prior to the rendering of the Board's final decision on the appeal.” Applicant submits that its request is timely because the Board has not rendered its final decision in this appeal. Furthermore, Applicant has yet to submit its supplemental

appeal brief following the Examining Attorney's issuance of the Reconsideration Letter on April 24, 2014, *see* Dkt 67, and the Examining Attorney has yet to submit her responsive brief.

Therefore, Applicant's request is timely.

V. Conclusion

For the foregoing reasons, Applicant respectfully requests that the Board grant its motion to suspend the consolidated appeal proceeding and remand the applications for consideration of the Declaration of Scott Richie submitted by Applicant.

Respectfully submitted,

DORSEY & WHITNEY LLP

Dated: May 28, 2014

By /Sandra Edelman/

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Attorneys for Applicant

World Trade Centers Association, Inc.

EXHIBIT 1

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re Trademark Applications of
World Trade Centers Association, Inc.

Serial	85/473,613 (WTC, Cl. 18))	Evin L. Kozak, Esq.
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	85/527,008 (WORLD TRADE CENTER, Cl. 9))	
	85/527,029 (WTC, Cl. 9))	
	85/527,100 (WORLD TRADE CENTER, Cl. 14))	
	85/527,119 (WTC, Cl. 14))	

DECLARATION OF SCOTT RICHIE

I, Scott Richie, declare as follows:

1. I am General Counsel of Applicant World Trade Centers Association, Inc. (hereinafter referred to as the “WTCA” or “Applicant”). I submit this Declaration in support of Applicant’s Second Motion to Remand for Submission of Further Evidence and in further support of Applicant’s appeal to the Trademark Trial and Appeal Board of a final refusal to register the marks WORLD TRADE CENTER and WTC in the applications identified above. The facts set forth in this Declaration are based on my personal knowledge or documents contained in WTCA’s files.

2. The WTCA is a not-for-profit organization founded in 1969 by Guy Tozzoli and others to promote international business relationships and encourage participation in world trade by developing nations. It now has more than 320 members worldwide.

3. On February 18, 1986, the WTCA lawfully obtained “the entire right, title and interest” in and to the WORLD TRADE CENTER trademark, as well as six then-existing New York State service mark registrations for the mark and the goodwill of the business represented

thereby then held by the Port Authority of New York and New Jersey (the “Port Authority”). These rights were assigned pursuant to a written agreement, a true and correct copy of which is attached as Exhibit A (the “1986 Agreement”). Contrary to implications suggested in news reports cited by the Examining Attorney that purportedly “call into question” WTCA’s ownership and licensing of the WORLD TRADE CENTER and WTC marks, the 1986 Agreement was entered into by the Port Authority after consultations with its Legal Department and executed by the then-Secretary of its Board of Directors.

4. Since 1986, the WTCA has expended millions of dollars registering the WORLD TRADE CENTER trademark in the United States and around the world, and protecting that mark against infringement, including through enforcement actions that have taken place in the U.S.

5. Also since 1986, the WTCA’s stewardship of the WORLD TRADE CENTER trademark has been repeatedly recognized and affirmed by the Port Authority. Indeed, the documentary evidence outlined below shows that the 1986 Agreement has been honored by both parties for nearly three decades with the knowledge and participation of the governing bodies of both organizations and was re-approved by the Port Authority as recently as 2006.

6. On March 6, 1986, a little more than two weeks after the Port Authority assigned to WTCA all ownership rights to the WORLD TRADE CENTER trademark, the WTCA and the Port Authority entered into a reciprocal license agreement whereby the WTCA granted the Port Authority the non-exclusive right and license to use the WORLD TRADE CENTER mark in certain specified ways. Attached hereto as Exhibit B is a true and correct copy of the 1986 license agreement between the WTCA and the Port Authority.

7. On November 13, 1995, the WTCA and the Port Authority reaffirmed the validity of the 1986 Agreement. Attached hereto as Exhibit C is a true and correct copy of the 1995 confirmatory assignment agreement between the WTCA and the Port Authority.

8. In July 2001, the WTCA entered into various trademark license agreements with affiliates of the Port Authority and Silverstein Properties to use the WORLD TRADE CENTER and WTC trademarks in connection with various premises present on the site of the New York WORLD TRADE CENTER complex. Attached hereto as Exhibit D are true and correct copies of some of these 2001 trademark license agreements.

9. In connection with these 2001 trademark license agreements, the Port Authority's Board of Directors again acknowledged, as part of the Board's publicly available minutes, the validity of the 1986 Agreement with WTCA, noting that the WTCA "facilitates the Port Authority's statutory mission in connection with world trade and commerce." Attached hereto as Exhibit E is a true and correct copy of an excerpt from the Minutes of the Port Authority's Board meeting on April 26, 2001.

10. In November 2006, the WTCA entered into various Amended and Restated Trademark License Agreements with affiliates of the Port Authority and Silverstein Properties to use the WORLD TRADE CENTER and WTC trademarks in connection with various premises to be built on the site of the New York WORLD TRADE CENTER complex. Attached hereto as Exhibit F are true and correct copies of some of these various 2006 trademark license agreements.

11. The various trademark license agreements the WTCA entered into with the Port Authority in 2001 and in 2006, and the minutes of its Board's public meeting in 2001, confirm that the Port Authority recognized that the WTCA is the exclusive owner of the WORLD

TRADE CENTER and WTC trademarks, and that the use of such marks required a license from the WTCA.

12. It is my understanding that the Examining Attorney has also cited a news report suggesting that Mr. Tozzoli, WTCA's founder and former President who died in February 2013, received excessive compensation from the WTCA while he was alive. While I do not know what this issue has to do with the current set of trademark applications as to which registration has been refused, the allegations contained in these news reports are false in any event. Mr. Tozzoli's compensation was set by the WTCA's Board and reviewed on a periodic basis to ensure that it was commensurate with his experience, effort and work performed on behalf of the WTCA, as well as his historical contributions to the Association. In addition, that compensation was reviewed by an independent outside tax attorney and compared to amounts paid to similarly situated senior executives working for comparable trade associations.

13. To the extent the Examining Attorney is also suggesting that Mr. Tozzoli was personally and improperly enriched with revenues derived from licensing the WORLD TRADE CENTER and WTC marks, that implication is false as well. All initiation and membership dues paid by licensees were in amounts properly set by the WTCA Board and paid to WTCA as an organization, not to Mr. Tozzoli personally.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: May th27, 2014


SCOTT RICHIE

EXHIBIT A

CONFIRMATORY ASSIGNMENT

WHEREAS, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by the States of New York and New Jersey with the consent of the Congress of the United States, having a place of business at One World Trade Center, New York, New York (hereinafter called "PORT AUTHORITY"), has adopted and used the service mark WORLD TRADE CENTER, for which it has obtained Argentine Service Mark Registrations 927594 and 937721 and the following New York State service mark registrations:

<u>Registration No.</u>	<u>Class</u>
S-9095	Advertising and Business Class 101
S-9096	Insurance and Financial Class 102
S-9097	Construction and Repair Class 103
S-9098	Communication Class 104
S-9099	Transportation & Storage Class 105
S-9100	Education & Entertainment Class 107

WHEREAS, the PORT AUTHORITY has sold and agreed to sell, transfer and convey to THE WORLD TRADE CENTERS ASSOCIATION, a Delaware corporation, having a place of business at One World Trade Center, New York, New York (hereinafter called "WTCA"), the entire right, title and interest in and to said service mark and said service mark registrations, together with the good will of its business in the services in respect of which the mark is used;

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration paid to PORT AUTHORITY by WTCA, the receipt and adequacy of which is hereby acknowledged:

PORT AUTHORITY has sold and does hereby sell, transfer and convey to WTCA, its successors, assigns and legal representatives, the entire right, title and interest in and to said service mark WORLD TRADE CENTER, said service mark registrations and the good will of PORT AUTHORITY's business in the services in respect of which the mark is used, together with all rights to apply for, obtain and hold registrations of the same and renewals and extensions thereof, and together with all right to bring suit for any past and future infringement of said mark. PORT AUTHORITY reserves to itself the right and license to use said service mark for the existing and future services.

This Assignment shall enure to the benefit of and be binding upon the parties hereto and their successors, assigns and legal representatives.

IN WITNESS WHEREOF, PORT AUTHORITY has caused this instrument to be executed as of this 18th day of February , 1986.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By 
Doris E. Landre, Secretary

Sworn and subscribed to
before me this 18th day of
February , 1986.


Notary Public

HERBERT S. SOMERWITZ
Notary Public, State of New York
No. 31-210597b
Qualified in New York County
Commission Expires March 30, 1986

EXHIBIT B

LICENSE AGREEMENT

THIS AGREEMENT, made as of this 6th day of *March*, 1986, between WORLD TRADE CENTERS ASSOCIATION, a Delaware corporation, having a place of business at One World Trade Center, New York, New York 10048 (hereinafter called "LICENSOR"), and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by compact between the states of New York and New Jersey with the consent of the Congress of the United States, having a place of business at One World Trade Center, New York, New York 10048 (hereinafter called "LICENSEE");

WITNESSETH:

WHEREAS, LICENSOR is the owner of the following service marks and registration (hereinafter the "Licensed Marks) and of the good will associated with said marks:

- 1) WORLD TRADE CENTER, New York State Service Mark Registrations S-9095, S-9096, S-9097, S-9098, S-9099 and S-9100 and Argentine Service Mark Registrations 927594 and 937721 therefor.
- 2) Map Design Logo and U.S. Service Mark Registration 1,011,720 granted May 27, 1985 therefor.

WHEREAS, LICENSEE desires to acquire a non-exclusive right and license to use the Licensed Marks, with

LICENSOR'S permission and under LICENSOR'S control, for the service of fostering world trade; and

WHEREAS, LICENSOR is willing to grant such right and license to LICENSEE on the following conditions:

NOW, THEREFORE, in consideration of ten dollars (\$10.00) paid by LICENSEE to LICENSOR and other good and valuable consideration, the parties mutually agree as follows:

1. GRANT

LICENSOR hereby grants to LICENSEE, AND LICENSEE hereby accepts, subject to the provisions hereof, all of which are conditions of such grant, a non-exclusive license to use during the term of this license the Licensed Marks for the service of fostering world trade and for such additional trade services as LICENSOR may from time to time approve in writing.

2. QUALITY CONTROL

LICENSEE agrees to use the Licensed Marks only for trade services which comply with LICENSOR'S minimum specifications as to the nature and quality of said services. A copy of LICENSOR'S current specifications is included in Exhibit A annexed hereto. LICENSOR shall have the right at any time and from time to time to amplify, amend or change

any or all of its minimum specifications, and to establish new and additional specifications as to the nature and quality of the services in connection with which the Licensed Marks are used, by giving to LICENSEE notice thereof in writing at least thirty (30) days before the same shall become effective. LICENSEE agrees that it will not use the Licensed Marks in connection with the sale or advertising of any services other than the service of fostering world trade, and additional trade services for which LICENSEE may hereafter obtain LICENSOR'S written approval in advance of LICENSEE'S use of the Licensed Marks therefor. LICENSEE agrees to submit to LICENSOR from time to time, as requested by LICENSOR, detailed descriptions of the services offered for sale and advertised by LICENSEE under the Licensed Marks.

3. RIGHT TO INSPECT

As to any and all services for which the Licensed Marks have been or are proposed to be used by LICENSEE, LICENSOR shall have the right at any time and from time to time to inspect such services; and if, following such inspection, LICENSOR advises LICENSEE in writing that in LICENSOR'S opinion any particular services inspected do not conform to LICENSOR'S specifications, LICENSEE and any sublicensee shall not thereafter use the Licensed Marks in

any way in connection with the sale or advertising of such services until such services do so conform and LICENSEE obtains LICENSOR'S written confirmation to that effect.

4. OWNERSHIP OF MARK

The Licensed Marks are and shall remain the property of LICENSOR, subject only to the aforementioned limited right of LICENSEE to use the same pursuant to the license herein granted. All rights in the Licensed Marks arising from the use thereof by LICENSEE shall inure to the benefit of LICENSOR, and LICENSOR shall have the exclusive right to register or deal with the same, and shall retain legal title thereto, subject only to the limited non-exclusive right of use by LICENSEE under the license herein granted.

5. ADVERTISING

LICENSEE agrees that on all business forms, circulars, stationery, advertising and other printed material used in connection with the sale and advertising of authorized services under the Licensed Marks, it will use the Licensed Marks only in such form and manner as is approved by LICENSOR.

6. TERMINATION

The license herein granted may be terminated:

- (a) By LICENSOR at any time on thirty (30) days'

written notice for failure by LICENSEE to conform to the quality standards and specifications established by LICENSOR for services identified with the Licensed Marks or for breach of any of LICENSEE'S other obligations under this Agreement.

(b) By either party at any time if LICENSEE'S membership in the World Trade Centers Association terminates pursuant to the Association's Constitution and By Laws.

LICENSEE agrees that after termination of the license herein granted, it will make no further use whatever of the Licensed Marks or any mark so nearly resembling the Licensed Marks as to be likely to lead to confusion or uncertainty or to mislead the public in connection with its business. The termination of this Agreement for any reason shall not discharge any of the obligations of LICENSEE provided for in this Agreement with respect to continuing thereafter to recognize and respect the exclusive rights of LICENSOR in the Licensed Marks.

7. ASSIGNABILITY

This Agreement shall be assignable by LICENSOR but shall not be assignable by LICENSEE without the prior written consent of LICENSOR.

8. APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of New York.

9. ENTIRE AGREEMENT

This Agreement, together with the specifications issued by LICENSOR hereunder from time to time, embodies the entire agreement and understanding between LICENSOR and LICENSEE with respect to the Licensed Marks.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

WORLD TRADE CENTERS
ASSOCIATION

By

Attest:

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By

Attest:

EXHIBIT A

WORLD TRADE CENTER and Map Design Logo
Minimum Specifications

1. The Licensed Marks shall be used only for the service of fostering world trade.
2. The services under the Licensed Marks shall be offered and/or rendered only to those categories of users authorized by the World Trade Centers Association to receive such services.
3. The services offered and rendered under the Licensed Marks shall be of high quality and in no event shall be of a quality less than that prevailing in the industry.
4. The said services shall at all times comply with and meet the standards set forth in the applicable national and state laws and regulations with respect to such services.
5. In no event shall said services be offered or rendered in a manner which disparages the reputation of the World Trade Centers Association or any of its affiliated organizations or impairs the extensive goodwill owned and enjoyed by the World Trade Centers Association with respect to the Licensed Marks.

6. The WORLD TRADE CENTER mark shall never be used as a service mark in a descriptive manner or in a generic sense.

7. The WORLD TRADE CENTER mark shall always be spelled correctly and shall not be used as a service mark in the possessive or plural forms.

8. Upon registration in any country, a Licensed Mark shall always be identified in advertising or other written material for the consuming public as a registered service mark in that country by having an appropriate notice of registration associated therewith or by having an asterisk after the mark with a corresponding asterisk suitably recited elsewhere with an appropriate legend identifying the mark as a registered service mark.

EXHIBIT C

CONFIRMATORY ASSIGNMENT INSTRUMENT

WHEREAS, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by the States of New York and New Jersey with the consent of the Congress of the United States, having a place of business at One World Trade Center, New York, New York (hereinafter called "PORT AUTHORITY"), has adopted and used the service mark "WORLD TRADE CENTER", for which it has obtained (among other things) the following New York State service mark registrations:

<u>Registration No.</u>	<u>Class</u>
S-9095	Advertising and Business Class 101
S-9096	Insurance and Financial Class 102
S-9097	Construction and Repair Class 103
S-9098	Communication Class 104
S-9099	Transportation & Storage Class 105
S-9100	Education & Entertainment Class 107

WHEREAS, the PORT AUTHORITY has sold, transferred and conveyed, and agreed to sell, transfer and convey, to THE WORLD TRADE CENTERS ASSOCIATION, a Delaware corporation, having a place of business at One World Trade Center, New York, New York (hereinafter called "WTCA"), the entire right, title and interest in and to said service mark and said service mark registrations, together with the good will of its business in the services in respect of which the mark is used;

WHEREAS, the PORT AUTHORITY has previously executed a document entitled CONFIRMATORY ASSIGNMENT in favor of the WTCA on February 18, 1986 confirming the sale, transfer and conveyance to the latter of the aforementioned service mark and service mark registrations prior to that date; and

WHEREAS, the PORT AUTHORITY now wishes to confirm said sale, transfer and conveyance, as well as the execution of said document entitled "CONFIRMATORY ASSIGNMENT";

NOW, THEREFORE, the PORT AUTHORITY hereby confirms the assignment of the service mark, service mark registrations and goodwill as aforesaid, and the execution on February 18, 1986 of a document entitled "CONFIRMATORY ASSIGNMENT" substantiating such sale, transfer and conveyance, said executed document corresponding to the copy attached hereto as Exhibit A. The attached Exhibit A is a true and correct copy of the document entitled "CONFIRMATORY ASSIGNMENT" executed February 18, 1986.

IN TESTIMONY of which the PORT AUTHORITY has caused this instrument to be executed as of this 13th day of November, 1995.

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY,

By: Lisa C. Modusi
Acting Secretary

Sworn to and subscribed
before me this 13th day of
November, 1995.

Herbert S. Somerwitz
Notary Public

WTC\ASSIGNM. ENT

-2-

HERBERT S. SOMERWITZ
NOTARY PUBLIC, State of New York
No. 31-9105975
Qualified in New York County
Commission Expires July 31, 1996

CONFIRMATORY ASSIGNMENT

WHEREAS, THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic created by the States of New York and New Jersey with the consent of the Congress of the United States, having a place of business at One World Trade Center, New York, New York (hereinafter called "PORT AUTHORITY"), has adopted and used the service mark WORLD TRADE CENTER, for which it has obtained Argentine Service Mark Registrations 927594 and 937721 and the following New York State service mark registrations:

<u>Registration No.</u>	<u>Class</u>
S-9095	Advertising and Business Class 101
S-9096	Insurance and Financial Class 102
S-9097	Construction and Repair Class 103
S-9098	Communication Class 104
S-9099	Transportation & Storage Class 105
S-9100	Education & Entertainment Class 107

WHEREAS, the PORT AUTHORITY has sold and agreed to sell, transfer and convey to THE WORLD TRADE CENTERS ASSOCIATION, a Delaware corporation, having a place of business at One World Trade Center, New York, New York (hereinafter called "WTCA"), the entire right, title and interest in and to said service mark and said service mark registrations, together with the good will of its business in the services in respect of which the mark is used;

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration paid to PORT AUTHORITY by WTCA, the receipt and adequacy of which is hereby acknowledged:

PORT AUTHORITY has sold and does hereby sell, transfer and convey to WTCA, its successors, assigns and legal representatives, the entire right, title and interest in and to said service mark WORLD TRADE CENTER, said service mark registrations and the good will of PORT AUTHORITY's business in the services in respect of which the mark is used, together with all rights to apply for, obtain and hold registrations of the same and renewals and extensions thereof, and together with all right to bring suit for any past and future infringement of said mark. PORT AUTHORITY reserves to itself the right and license to use said service mark for the existing and future services.

This Assignment shall enure to the benefit of and be binding upon the parties hereto and their successors, assigns and legal representatives.

IN WITNESS WHEREOF, PORT AUTHORITY has caused this instrument to be executed as of this 18th day of February, 1986.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By 
Doris E. Landre, Secretary

Sworn and subscribed to
before me this 19th day of
February, 1986.


Notary Public

HERBERT S. SOMERWITZ
Notary Public, State of New York
No. 3105775
Qualified in New York County
Commission Expires March 30, 1986

EXHIBIT D

TRADEMARK LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), made as of July 24, 2001 (the "Commencement Date") by and between THE WORLD TRADE CENTERS ASSOCIATION, INC., a Delaware Corporation, having an office and place of business at One World Trade Center, New York, New York 10048 (hereinafter called the "Licensor"), and 1 WORLD TRADE CENTER LLC and SILVERSTEIN WTC MGMT. CO. LLC, both Delaware limited liability companies having an office and place of business c/o Silverstein Properties, Inc., 521 Fifth Avenue, New York, New York 10175 (collectively, hereinafter called the "Licensee").

WITNESSETH, THAT:

WHEREAS, Licensor is an international organization committed to fostering the growth of global trade, having members throughout the world;

WHEREAS, the Licensee is the lessee of the Port Authority (as hereinafter defined) for a portion of that facility in New York City known as the World Trade Center consisting of the Premises (as hereinafter defined) under a lease for a term expiring on July 19, 2100, and Licensee desires to license from Licensor and Licensor desires to license to Licensee the right to use certain Marks (as hereinafter defined) owned by Licensor in connection with the operation of the Premises, on certain terms and conditions more specifically set forth herein; and

WHEREAS, simultaneously herewith, Licensor is entering into other license agreements with certain other lessees of the Port Authority (as hereinafter defined), which license agreements are substantially in the form of this Agreement;

NOW, THEREFORE, in consideration of the covenants and mutual agreements of the parties hereto, Licensor and Licensee hereby covenant and agree as follows:

I. ARTICLE - DEFINITIONS

A. Certain Definitions - For all purposes of this Agreement, the following terms shall have the following meanings:

1. "Agreement" shall have the meaning provided in the Preamble.
2. "Closing Date" shall mean July 24, 2001.
3. "Commencement Date" shall have the meaning provided in the Preamble.

4. "License Term" shall have the meaning provided in paragraph III.A.
5. "Licensed Property" shall mean and be limited solely to the Marks and the Registrations (as defined below).
6. "License" shall have the meaning provided in paragraph II.B.
7. "Licensee" shall have the meaning provided in the Preamble.
8. "Licensor" shall have the meaning provided in the Preamble.
9. "Marks" shall mean the terms and/or designations (including word marks, logo marks, and names, as appropriate) "WORLD TRADE CENTER", "WTC", and the Map Design Logo (as depicted in Exhibit A).
10. "Non-Stylized Form" shall mean any representation solely in upper case letters, or with initially capitalized letters, in any standard typeface or font (including a cursive typeface or font).
11. "Notice" shall have the meaning provided in paragraph VII.A.
12. "Person" shall mean and include an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof, and the Port Authority.
13. "Port Authority" shall mean The Port Authority of New York and New Jersey, a body corporate and politic, created by compact between the States of New York and New Jersey with the consent of the Congress of the United States.
14. "Premises" shall have the meaning provided in Exhibit B.
15. "Registration(s)" shall mean any and all registrations of any of the Marks and applications therefor owned by Licensor which may subsist or be pending at any time during the License Term.

II. ARTICLE - LICENSE

A. Ownership of Licensed Property

1. Licensee acknowledges and agrees that all right, title and interest in and to all of the Licensed Property and all goodwill of the business symbolized by the Marks is

and shall at all times be owned solely and exclusively by Licensor, its successors and assigns and that nothing in this Agreement shall give Licensee any right, title, or interest in any of the Licensed Property, other than the limited, non-exclusive right to use the Marks for the License Term, subject to the terms and conditions of this Agreement. In consequence of Licensor's ownership of the Licensed Property and said goodwill, Licensee shall not initiate or undertake any acts inconsistent with such ownership.

2. Licensee further acknowledges and agrees that all use of the Marks by Licensee shall be on behalf of and shall inure solely and exclusively to the benefit of Licensor insofar as the ownership of and rights in and to the Registrations, the Marks, and the goodwill of the business symbolized thereby are concerned.

B. Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts a royalty-free, fully paid-up, worldwide non-exclusive license ("License") to use the Marks (i) in connection with the Premises, including but not limited to operating, promoting, advertising, identifying (including but not limited to in directories and on signage) and maintaining the Premises under the Marks, and (ii) in the corporate names "1 World Trade Center LLC," "2 World Trade Center LLC," "4 World Trade Center LLC," "5 World Trade Center LLC," "World Trade Center Properties LLC," "Silverstein WTC Properties LLC," "Silverstein WTC LLC," "Westfield WTC LLC," and "Westfield WTC Properties LLC;" it being understood that, subject to the license rights of the Port Authority and those in privity with it under the Marks, Licensor shall not be granting licenses to use the Marks to denote properties in New York City other than (i) the Premises or (ii) other parts of the facility in New York City currently known as the World Trade Center.

Licensee shall:

- (1) use the marks "WORLD TRADE CENTER" and "WTC" only in Non-Stylized Form or in such stylized form as may be approved in writing by Licensor or as was used in connection with the Premises prior to the Commencement Date;
- (2) not affix or purport to authorize the affixation of the Marks or any of them to any goods for commercial distribution (or for non-commercial distribution in more than limited quantities), unless and until Licensee has submitted a specimen of such goods to Licensor in advance of its use for Licensor's written consent, and Licensor has given such consent, not to be unreasonably withheld or delayed, provided that once Licensor has approved a type of good, no specimen thereof will need to be resubmitted unless and until Licensee makes a material modification thereto and further provided that Licensee may affix the marks "WORLD TRADE

CENTER" and "WTC" in the Non-Stylized Form to brochures and all printed or electronic materials relating to the normal business operation, promotion, or advertising of any portion of the Premises;

- (3) not use the Marks in connection with the advertising, sale or promotion of any facility other than the Premises, it being understood, however, that Licensee may use the Marks in a factually accurate manner in such advertising, sale or promotion to denote the Premises even in connection with materials that include references to other properties;
- (4) not use the Marks or any colorable imitation thereof as a mark or in any other way (other than fair use as understood under the Lanham Act) subsequent to the License Term; and
- (5) not use the Marks in combination or conjunction with any other term or device without securing the prior written consent of Licensor, which consent shall not be unreasonably withheld; provided, however, that Licensor expressly consents herein to (i) the use of the Marks in conjunction with the numbers "One," "Two," "Four," or "Five," and (ii) Licensee Westfield's use of the Marks in the Non-Stylized Form in conjunction with the term "The Mall at" and the marks "Westfield" and "Westfield Shoppingtown." Licensor acknowledges and agrees that the depiction set forth in Exhibit C complies with the foregoing (ii).
- (6) not use any of the Marks in a manner that will genericize any of such Marks.

C. Reservation of Rights Not Licensed

1. The rights granted to Licensee in the Licensed Property are limited in time and substantive scope solely to the express terms of the non-exclusive License granted under this Agreement. All rights not expressly licensed pursuant to paragraph II.B above are expressly reserved to Licensor. Licensee shall use the Licensed Property only insofar as permitted under the License.

2. Without limiting the generality of subparagraph II.C.1 above, nothing in this Agreement shall be construed to authorize Licensee to use or purport to authorize use of any of the Licensed Property in connection with any facility, business, or enterprise, other than the Premises.

D. Enforcement of Licensed Rights. As between Licensor and Licensee, Licensor has and shall continue to have for the License Term the exclusive initial right and option (but not the obligation) to initiate and control any litigation or other proceeding or action taken involving any of the Marks (whether or not in combination with one or more other words or devices) or any colorable imitation thereof at the sole discretion of Licensor. Unless such enforcement is against Licensee, the expenses of any such enforcement, including proceedings relating thereto, shall be paid by Licensor. Any and all recoveries from any lawsuit, other proceeding or action, or settlement shall go solely to Licensor; provided, however, that if (i) Licensor initiates such litigation, other proceeding or action at the written request of Licensee, Licensee shall pay Licensor's reasonable costs, attorneys' fees and other expenses in connection with such litigation, other proceeding or action, in accordance with typical cost, fee and expense levels for litigation of this type by firms of national reputation in New York City, U.S.A., or (ii) Licensor decides not to initiate such litigation, other proceeding or action, Licensee shall have the right, as between Licensor and Licensee, at Licensee's own cost and expense to initiate such litigation, other proceeding or action, provided that Licensee (x) obtains Licensor's prior written consent, not to be unreasonably withheld, and (y) consults with Licensor throughout regarding such litigation, proceeding, or action. In connection with subpart (i) above, Licensor shall reimburse Licensee for such costs, attorneys' fees and expenses paid by it to Licensor to the extent those items are covered by any monetary recovery received by Licensor as a result of the litigation, other proceeding or action, or settlement. As between Licensor and Licensee, Licensor shall have the sole and exclusive right of approval in its sole discretion to settle, compromise, or otherwise deal with any dispute (other than one with Licensee) relating to any of the Marks; except for those disputes undertaken by Licensee pursuant to subpart (ii) above concerning which, as between Licensor and Licensee, Licensee shall have such right of approval in consultation with Licensor. Licensee agrees to notify Licensor promptly of any actual or suspected infringement, dilution, or unfair competition relating to any of the Marks by a third party which may come to its attention and Licensee further agrees upon the request of Licensor to assist Licensor, at the sole expense of Licensor, in enforcing any of the Marks against such party.

III. ARTICLE - TERM OF AGREEMENT

A. Term. The term of this Agreement (the "License Term") shall be for the term of Licensee's lease (the "Lease Term") of the Premises, which expires on July 19, 2100, and for any extension of such Lease Term in accordance with the terms of the lease such that said expiration is commensurately deferred; provided, however, that if the lease is terminated in accordance with its terms prior to July 19, 2100, this Agreement shall be deemed to have expired simultaneously with the termination of the lease.

B. Material Breach. Subject to Section VI.A hereof, in the event of any material breach of any provision hereof on the part of Licensee which remains uncured sixty (60) calendar days after Notice of the alleged breach is given by Licensor, Licensor may bring an action in law or in equity with respect to such breach. Licensor's exclusive remedies with

respect to a breach of any provision of this Agreement shall be monetary damages and injunctive relief against such continued violation. Any such breach by Licensee shall be deemed a partial breach of this Agreement, and Licensors may not terminate this Agreement for such partial breach.

C. Cessation of Use. Licensee agrees to cease, immediately upon expiration of this Agreement, production of new materials which bear any of the Marks or any colorable imitation thereof. Notwithstanding Section II.B(4), for all use of the Marks or any colorable imitation thereof (other than fair use as understood under the Lanham Act) by or on behalf of Licensee which cannot with reasonable efforts be ceased coincident with the end of the License Term, within one hundred and eighty (180) days of expiration of this Agreement all such use of the Marks or any colorable imitation by or on behalf of Licensee shall be ceased, including, without limitation, any and all display, publication, and broadcasting of any of the Marks or any colorable imitation thereof or materials incorporating any of the Marks or any colorable imitation thereof.

IV. ARTICLE - QUALITY STANDARDS

A. Quality Standards. In addition to the other quality standards set forth herein, Licensors and Licensee agree that the quality of all services rendered under any of the Licensed Property, and all related advertising, promotional, and other materials or presentations displaying the Marks or any of them (including without limitation on-line or other electronic presentations) shall comply with the standards of quality as maintained in connection with the Premises as of the Closing Date, and shall conform in all respects to the obligations of Licensee under the then applicable provisions of the Lease Agreement. Licensee shall submit to Licensors, from time to time, upon request of Licensors, detailed descriptions of all services provided and activities conducted under the Licensed Property.

B. Quality Maintenance

1. Licensee agrees:

- (1) to permit reasonable inspection of the operation of the Premises, and uses of the Licensed Property, during normal business hours and at reasonable intervals on not less than three (3) business days' notice; and
- (2) not to use or knowingly permit the use of the Premises or any portion thereof for any illegal purpose.

V. ARTICLE - INDEMNIFICATION

A. Indemnification by Licensee. Except for any damages due to (i) the gross negligence or willful misconduct of Licensor or (ii) any claim challenging Licensor's ownership and/or Licensor's use of the Marks, Licensee agrees to and shall indemnify, defend, and hold harmless Licensor, as well as Licensor's officers, directors, and employees, from and against any and all damages of any nature or kind whatsoever, including without limitation reasonable attorneys' fees, liability, awards, costs, judgments, orders or decrees based on or arising out of any claim, suit, threat, cause of action, demand or proceeding arising out of Licensee's material breach of the terms of this Agreement, or out of any services or goods provided or activity conducted by Licensee or any servant, agent, or employee thereof under, otherwise in connection with, or as a result of any of the Licensed Property.

B. Indemnification by Licensor. Except for any damages due to the gross negligence or willful misconduct of Licensee, Licensor agrees to and shall indemnify, defend and hold harmless Licensee, as well as Licensee's officers, directors, and employees from and against any and all damages of any nature or kind whatsoever, including without limitation reasonable attorneys' fees, liability, awards, costs, judgments, orders or decrees based on or arising out of any claim, suit, threat, cause of action, demand or proceeding arising out of Licensor's material breach of the terms of this Agreement.

VI. ARTICLE - EQUITABLE REMEDIES

A. Injunctive Relief. Licensee acknowledges that the Registrations, the Marks and the goodwill associated therewith constitute a valuable property interest of Licensor and that Licensor would suffer substantial, irreparable damage and would be without adequate remedy at law in the event of use of any of the Licensed Property by or on behalf of Licensee other than in conformance with the terms and conditions of this Agreement. Accordingly, notwithstanding any cure rights set forth herein on behalf of Licensee or other remedies available to Licensor at law, Licensor shall be entitled to immediate injunctive relief against any infringement of any of Licensor's rights in any of the Licensed Property or any unauthorized use of any of the Marks, or any other part of the Licensed Property, or any colorable imitation of any of the foregoing, by or on behalf of Licensee, or if at any time Licensee fails to fulfill any of its obligations under Articles II, III, and IV of this Agreement; provided, however, that the foregoing shall be without prejudice to Licensee's defending against the same on the basis that no such infringement, unauthorized use, or failure has occurred.

VII. ARTICLE - MISCELLANEOUS

A. Notices. Each notice, demand, request, consent, approval, or other communication required or permitted hereunder ("Notice") shall be in writing, with a copy to the Port Authority, and shall be deemed to have been duly given and received if and only if (i) personally delivered with proof of delivery thereof (any Notice so delivered being deemed to have been received at the time delivered), (ii) sent by overnight mail, postage prepaid (any Notice so delivered being deemed to have been received at the time delivered), or (iii)

transmitted by telecopier with confirmation of receipt (sender's confirmation of a successful transmission) (any Notice so sent being deemed to have been received on the date of transmission, if a business day, or the first succeeding business day, subsequent thereto), addressed to the respective parties as follows:

if to Licensor: World Trade Centers Association, Inc.
1 World Trade Center, Suite 7701

New York, NY 10048
Attention: Executive Vice President
Tel: (212) 432-2626
Fax: (212) 488-0064

if to Licensee: c/o Silverstein Properties, Inc.
521 Fifth Avenue
New York, New York 10175
Attention: Mr. Larry Silverstein
Tel: (212) 551-7333
Fax: (212) 687-0067

with a copy to: Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, New York 10038-4982
Attention: Peter A. Miller, Esq.
Tel: (212) 806-5400
Fax: (212) 806-6006

with a copy of each Notice to the Port Authority:

The Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048
Attention: General Counsel
Tel: (212) 435-6910
Fax: (212) 435-6913

A party may designate by Notice in writing given to the other(s) in the manner herein specified a new or other address to which Notices shall thereafter be so given.

B. Construction and Application of Terms. This Agreement does not constitute Licensee as the agent or representative of Licensor for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created. All designations of time herein contained shall refer to the time system then officially in effect in the City of New York. This Agree-

ment may not be amended except by a document signed by Licensor and Licensee, and in the case of an amendment to the provision in paragraph VII.A concerning Notice to the Port Authority or to this paragraph VII.B or paragraph VII.E, by the Port Authority also. This Agreement shall not alter the Port Authority's license rights under the Marks.

C. Consents; Approvals. Any written request for consent or approval hereunder shall be deemed granted if the party receiving such request does not deny such request in writing within thirty (30) days following receipt of such request.

D. Disclaimer. Nothing in this Agreement shall be deemed to constitute a warranty or representation by Licensor that any of the Licensed Property is available for use, or that use of any of the Licensed Property does not infringe the rights of one or more others. LICENSOR MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH RESPECT TO THE LICENSED PROPERTY.

E. Binding Effect; Successors and Assigns; Sublicensing; Survival. This Agreement shall be binding upon and inure to the benefit of Licensor's respective successors and assigns. Licensee may not assign, transfer, or convey (including by operation of law) this Agreement or sublicense the Marks or other Licensed Property to any Person without the prior written consent of Licensor; provided, however, that Licensee (and Licensee's permitted successors and assigns) shall have the right to assign this Agreement or sublicense the Marks and the other Licensed Property, in either case, in whole or in part, to any Person who succeeds to Licensee's interest as lessee of all or any portion of the Premises, provided that such assignee, sublicensee or successor agrees in writing to be bound by all of the terms and conditions of this Agreement. Licensee's obligations under Articles II and V, and Licensor's obligations under Article V, shall survive expiration of this Agreement or the License.

F. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America.

G. Non-Waiver. The failure of either party to exercise any right, power, or option available to it under this Agreement, or to insist upon strict compliance with the terms hereof, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by a party hereto of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies hereunder are cumulative to any other rights or remedies which may be granted by law.

H. Entire Agreement; Duly Authorized. This Agreement represents the entire understanding and agreement between Licensor and Licensee with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made

by and between such parties.

IN WITNESS WHEREOF, Licensor and Licensee have hereunto set their hands and seals as of the day and year first above written.

Licensor:

THE WORLD TRADE CENTERS ASSO-
CIATION

By: Guy F. Tozzoli
Name: Guy F. Tozzoli
Its: President

Licensee:

1 WORLD TRADE CENTER LLC

By: _____
Name: _____
Its: _____

SILVERSTEIN WTC MGMT. CO. LLC

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Licensors and Licensees have hereunto set their hands and seals as of the day and year first above written.

Licensors:

THE WORLD TRADE CENTERS ASSOCIATION

By: _____
Name: _____
Its: _____

Licensees:

1 WORLD TRADE CENTER LLC

By: 
Name: MICHAEL LEVY
Its: Vice President

SILVERSTEIN WTC MGMT. CO. LLC


By: 
Name: MICHAEL LEVY
Its: Vice President

EXHIBIT B TO LICENSE AGREEMENT

DESCRIPTION OF PREMISES

PARCEL 1 (1 WORLD TRADE CENTER, A/K/A TOWER A):

ALL that certain volume of space as of the Commencement Date occupied by the buildings and any replacements thereof pursuant to the lease, known and designated as One World Trade Center, also known as Tower A, situate, lying and being in the Borough of Manhattan, County, City and State of New York, the exterior limits of any horizontal plane which lies within said volume of space being more particularly bounded and described as follows:

BEGINNING at a point the following two courses and distances from the corner formed by the intersection of the northerly side of Liberty Street with the easterly side of West Street:

- a. North 17 degrees 54 minutes 22 seconds west along the easterly side of West Street 389.36 feet;
- b. Due east 19.00 feet to the point or place of Beginning;

And from said point of BEGINNING:

RUNNING THENCE due North 212.00 feet;

THENCE due East 212.08 feet;

THENCE due South 212.00 feet;

THENCE due West 212.08 feet to the point or place of BEGINNING;

EXCEPTING THEREFROM all that certain portion of the said building which is demised in the lease made by the Port Authority of New York and New Jersey to HMH WTC, Inc. dated as of 12/25/1995, a memorandum of which was recorded 12/29/1995 in Reel 2276 Page 1540, which said portion lies at the concourse level and is shown on the survey made by Earl B. Lovell - S.P. Belcher Inc. dated November 11, 2000, as revised May 24, 2001.

TOGETHER with:

- (a) All that certain volume of space occupied by, and including the subgrade improvements of the World Trade Center and any replacements thereof, including, without limitation, the volume of space occupied by the vehicular ramps connecting the loading dock to Barclay Street and any replacements thereof and including the elevator shafts and pits identified on Exhibit X attached hereto, but excluding:
 - i. That certain volume of space which has been identified by cross-hatching on the schematic drawings attached hereto as Exhibit X-1,

- ii. Any portion of the World Trade Center concourse which lies subsurface
- iii. Those certain portions of One World Trade Center encumbered by the Marriott Building as depicted on the survey prepared by Earl B. Lovell - S.P. Belcher, Inc. dated November 11, 2000, as revised May 24, 2001.

- (b) The vehicular access (a) ramps on West street commonly known as vehicular access ramps A,B,C, and D connecting to the space identified in clause (a) above and any replacements thereof and the vehicular access ramp on Liberty Street commonly known as vehicular access ramp H connecting to the space identified in clause (a) above and any replacements thereof.
- (c) The elevator shafts and elevators commonly known as "J Bank" elevators and the "K elevator cars".

SCHEDULE X

SCHEDULE X-1

EXHIBIT C TO LICENSE AGREEMENT

PRE-APPROVED FORM

Westfield
SHOPPINGTOWN

WORLD TRADE CENTER

TRADEMARK LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), made as of July 24, 2001 (the "Commencement Date") by and between THE WORLD TRADE CENTERS ASSOCIATION, INC. (hereinafter called the "Licensor"), a Delaware Corporation, having an office and place of business at One World Trade Center, New York, New York 10048 and 5 WORLD TRADE CENTER LLC (hereinafter called the "Licensee"), a Delaware limited liability company, and SILVERSTEIN WTC MGMT. CO. LLC, both having an office and place of business c/o Silverstein Properties, Inc., 521 Fifth Avenue, New York, New York 10175 (collectively, hereinafter called the "Licensee").

WITNESSETH, THAT:

WHEREAS, Licensor is an international organization committed to fostering the growth of global trade, having members throughout the world;

WHEREAS, the Licensee is the lessee of the Port Authority (as hereinafter defined) for a portion of that facility in New York City known as the World Trade Center consisting of the Premises (as hereinafter defined) under a lease for a term expiring on July 19, 2100, and Licensee desires to license from Licensor and Licensor desires to license to Licensee the right to use certain Marks (as hereinafter defined) owned by Licensor in connection with the operation of the Premises, on certain terms and conditions more specifically set forth herein; and

WHEREAS, simultaneously herewith, Licensor is entering into other license agreements with certain other lessees of the Port Authority (as hereinafter defined), which license agreements are substantially in the form of this Agreement;

NOW, THEREFORE, in consideration of the covenants and mutual agreements of the parties hereto, Licensor and Licensee hereby covenant and agree as follows:

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10. "Non-Stylized Form" shall mean any representation solely in upper case letters, or with initially capitalized letters, in any standard typeface or font (including a cursive typeface or font).
11. "Notice" shall have the meaning provided in paragraph VII.A.
12. "Person" shall mean and include an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof, and the Port Authority.
13. "Port Authority" shall mean The Port Authority of New York and New Jersey, a body corporate and politic, created by compact between the States of New York and New Jersey with the consent of the Congress of the United States.
14. "Premises" shall have the meaning provided in Exhibit B.
15. "Registration(s)" shall mean any and all registrations of any of the Marks and applications therefor owned by Licensor which may subsist or be pending at any time during the License Term.

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1. Licensee acknowledges and agrees that all right, title and interest in and to all of the Licensed Property and all goodwill of the business symbolized by the Marks is

and shall at all times be owned solely and exclusively by Licensor, its successors and assigns and that nothing in this Agreement shall give Licensee any right, title, or interest in any of the Licensed Property, other than the limited, non-exclusive right to use the Marks for the License Term, subject to the terms and conditions of this Agreement. In consequence of Licensor's ownership of the Licensed Property and said goodwill, Licensee shall not initiate or undertake any acts inconsistent with such ownership.

2. Licensee further acknowledges and agrees that all use of the Marks by Licensee shall be on behalf of and shall inure solely and exclusively to the benefit of Licensor insofar as the ownership of and rights in and to the Registrations, the Marks, and the goodwill of the business symbolized thereby are concerned.

B. Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts a royalty-free, fully paid-up, worldwide non-exclusive license ("License") to use the Marks (i) in connection with the Premises, including but not limited to operating, promoting, advertising, identifying (including but not limited to in directories and on signage) and maintaining the Premises under the Marks, and (ii) in the corporate names "1 World Trade Center LLC," "2 World Trade Center LLC," "4 World Trade Center LLC," "5 World Trade Center LLC," "World Trade Center Properties LLC," "Silverstein WTC Properties LLC," "Silverstein WTC LLC," "Westfield WTC LLC," and "Westfield WTC Properties LLC;" it being understood that, subject to the license rights of the Port Authority and those in privity with it under the Marks, Licensor shall not be granting licenses to use the Marks to denote properties in New York City other than (i) the Premises or (ii) other parts of the facility in New York City currently known as the World Trade Center.

Licensee shall:

- (1) use the marks "WORLD TRADE CENTER" and "WTC" only in Non-Stylized Form or in such stylized form as may be approved in writing by Licensor or as was used in connection with the Premises prior to the Commencement Date;
- (2) not affix or purport to authorize the affixation of the Marks or any of them to any goods for commercial distribution (or for non-commercial distribution in more than limited quantities), unless and until Licensee has submitted a specimen of such goods to Licensor in advance of its use for Licensor's written consent, and Licensor has given such consent, not to be unreasonably withheld or delayed, provided that once Licensor has approved a type of good, no specimen thereof will need to be resubmitted unless and until Licensee makes a material modification thereto and further provided that Licensee may affix the marks "WORLD TRADE

CENTER" and "WTC" in the Non-Stylized Form to brochures and all printed or electronic materials relating to the normal business operation, promotion, or advertising of any portion of the Premises;

- (3) not use the Marks in connection with the advertising, sale or promotion of any facility other than the Premises, it being understood, however, that Licensee may use the Marks in a factually accurate manner in such advertising, sale or promotion to denote the Premises even in connection with materials that include references to other properties;
- (4) not use the Marks or any colorable imitation thereof as a mark or in any other way (other than fair use as understood under the Lanham Act) subsequent to the License Term; and
- (5) not use the Marks in combination or conjunction with any other term or device without securing the prior written consent of Licensor, which consent shall not be unreasonably withheld; provided, however, that Licensor expressly consents herein to (i) the use of the Marks in conjunction with the numbers "One," "Two," "Four," or "Five," and (ii) Licensee Westfield's use of the Marks in the Non-Stylized Form in conjunction with the term "The Mall at" and the marks "Westfield" and "Westfield Shoppingtown." Licensor acknowledges and agrees that the depiction set forth in Exhibit C complies with the foregoing (ii).
- (6) not use any of the Marks in a manner that will genericize any of such Marks.

C. Reservation of Rights Not Licensed

1. The rights granted to Licensee in the Licensed Property are limited in time and substantive scope solely to the express terms of the non-exclusive License granted under this Agreement. All rights not expressly licensed pursuant to paragraph II.B above are expressly reserved to Licensor. Licensee shall use the Licensed Property only insofar as permitted under the License.

2. Without limiting the generality of subparagraph II.C.1 above, nothing in this Agreement shall be construed to authorize Licensee to use or purport to authorize use of any of the Licensed Property in connection with any facility, business, or enterprise, other than the Premises.

D. Enforcement of Licensed Rights. As between Licensor and Licensee, Licensor has and shall continue to have for the License Term the exclusive initial right and option (but not the obligation) to initiate and control any litigation or other proceeding or action taken involving any of the Marks (whether or not in combination with one or more other words or devices) or any colorable imitation thereof at the sole discretion of Licensor. Unless such enforcement is against Licensee, the expenses of any such enforcement, including proceedings relating thereto, shall be paid by Licensor. Any and all recoveries from any lawsuit, other proceeding or action, or settlement shall go solely to Licensor; provided, however, that if (i) Licensor initiates such litigation, other proceeding or action at the written request of Licensee, Licensee shall pay Licensor's reasonable costs, attorneys' fees and other expenses in connection with such litigation, other proceeding or action, in accordance with typical cost, fee and expense levels for litigation of this type by firms of national reputation in New York City, U.S.A., or (ii) Licensor decides not to initiate such litigation, other proceeding or action, Licensee shall have the right, as between Licensor and Licensee, at Licensee's own cost and expense to initiate such litigation, other proceeding or action, provided that Licensee (x) obtains Licensor's prior written consent, not to be unreasonably withheld, and (y) consults with Licensor throughout regarding such litigation, proceeding, or action. In connection with subpart (i) above, Licensor shall reimburse Licensee for such costs, attorneys' fees and expenses paid by it to Licensor to the extent those items are covered by any monetary recovery received by Licensor as a result of the litigation, other proceeding or action, or settlement. As between Licensor and Licensee, Licensor shall have the sole and exclusive right of approval in its sole discretion to settle, compromise, or otherwise deal with any dispute (other than one with Licensee) relating to any of the Marks; except for those disputes undertaken by Licensee pursuant to subpart (ii) above concerning which, as between Licensor and Licensee, Licensee shall have such right of approval in consultation with Licensor. Licensee agrees to notify Licensor promptly of any actual or suspected infringement, dilution, or unfair competition relating to any of the Marks by a third party which may come to its attention and Licensee further agrees upon the request of Licensor to assist Licensor, at the sole expense of Licensor, in enforcing any of the Marks against such party.

III. ARTICLE - TERM OF AGREEMENT

A. Term. The term of this Agreement (the "License Term") shall be for the term of Licensee's lease (the "Lease Term") of the Premises, which expires on July 19, 2100, and for any extension of such Lease Term in accordance with the terms of the lease such that said expiration is commensurately deferred; provided, however, that if the lease is terminated in accordance with its terms prior to July 19, 2100, this Agreement shall be deemed to have expired simultaneously with the termination of the lease.

B. Material Breach. Subject to Section VI.A hereof, in the event of any material breach of any provision hereof on the part of Licensee which remains uncured sixty (60) calendar days after Notice of the alleged breach is given by Licensor, Licensor may bring an action in law or in equity with respect to such breach. Licensor's exclusive remedies with

respect to a breach of any provision of this Agreement shall be monetary damages and injunctive relief against such continued violation. Any such breach by Licensee shall be deemed a partial breach of this Agreement, and Licensor may not terminate this Agreement for such partial breach.

C. Cessation of Use. Licensee agrees to cease, immediately upon expiration of this Agreement, production of new materials which bear any of the Marks or any colorable imitation thereof. Notwithstanding Section II.B(4), for all use of the Marks or any colorable imitation thereof (other than fair use as understood under the Lanham Act) by or on behalf of Licensee which cannot with reasonable efforts be ceased coincident with the end of the License Term, within one hundred and eighty (180) days of expiration of this Agreement all such use of the Marks or any colorable imitation by or on behalf of Licensee shall be ceased, including, without limitation, any and all display, publication, and broadcasting of any of the Marks or any colorable imitation thereof or materials incorporating any of the Marks or any colorable imitation thereof.

IV. ARTICLE - QUALITY STANDARDS

A. Quality Standards. In addition to the other quality standards set forth herein, Licensor and Licensee agree that the quality of all services rendered under any of the Licensed Property, and all related advertising, promotional, and other materials or presentations displaying the Marks or any of them (including without limitation on-line or other electronic presentations) shall comply with the standards of quality as maintained in connection with the Premises as of the Closing Date, and shall conform in all respects to the obligations of Licensee under the then applicable provisions of the Lease Agreement. Licensee shall submit to Licensor, from time to time, upon request of Licensor, detailed descriptions of all services provided and activities conducted under the Licensed Property.

B. Quality Maintenance

1. Licensee agrees:

- (1) to permit reasonable inspection of the operation of the Premises, and uses of the Licensed Property, during normal business hours and at reasonable intervals on not less than three (3) business days' notice; and
- (2) not to use or knowingly permit the use of the Premises or any portion thereof for any illegal purpose.

V. ARTICLE - INDEMNIFICATION

A. Indemnification by Licensee. Except for any damages due to (i) the gross negligence or willful misconduct of Licenser or (ii) any claim challenging Licenser's ownership and/or Licenser's use of the Marks, Licensee agrees to and shall indemnify, defend, and hold harmless Licenser, as well as Licenser's officers, directors, and employees, from and against any and all damages of any nature or kind whatsoever, including without limitation reasonable attorneys' fees, liability, awards, costs, judgments, orders or decrees based on or arising out of any claim, suit, threat, cause of action, demand or proceeding arising out of Licensee's material breach of the terms of this Agreement, or out of any services or goods provided or activity conducted by Licensee or any servant, agent, or employee thereof under, otherwise in connection with, or as a result of any of the Licensed Property.

B. Indemnification by Licenser. Except for any damages due to the gross negligence or willful misconduct of Licensee, Licenser agrees to and shall indemnify, defend and hold harmless Licensee, as well as Licensee's officers, directors, and employees from and against any and all damages of any nature or kind whatsoever, including without limitation reasonable attorneys' fees, liability, awards, costs, judgments, orders or decrees based on or arising out of any claim, suit, threat, cause of action, demand or proceeding arising out of Licenser's material breach of the terms of this Agreement.

VI. ARTICLE - EQUITABLE REMEDIES

A. Injunctive Relief. Licensee acknowledges that the Registrations, the Marks and the goodwill associated therewith constitute a valuable property interest of Licenser and that Licenser would suffer substantial, irreparable damage and would be without adequate remedy at law in the event of use of any of the Licensed Property by or on behalf of Licensee other than in conformance with the terms and conditions of this Agreement. Accordingly, notwithstanding any cure rights set forth herein on behalf of Licensee or other remedies available to Licenser at law, Licenser shall be entitled to immediate injunctive relief against any infringement of any of Licenser's rights in any of the Licensed Property or any unauthorized use of any of the Marks, or any other part of the Licensed Property, or any colorable imitation of any of the foregoing, by or on behalf of Licensee, or if at any time Licensee fails to fulfill any of its obligations under Articles II, III, and IV of this Agreement; provided, however, that the foregoing shall be without prejudice to Licensee's defending against the same on the basis that no such infringement, unauthorized use, or failure has occurred.

VII. ARTICLE - MISCELLANEOUS

A. Notices. Each notice, demand, request, consent, approval, or other communication required or permitted hereunder ("Notice") shall be in writing, with a copy to the Port Authority, and shall be deemed to have been duly given and received if and only if (i) personally delivered with proof of delivery thereof (any Notice so delivered being deemed to have been received at the time delivered), (ii) sent by overnight mail, postage prepaid (any Notice so delivered being deemed to have been received at the time delivered), or (iii)

transmitted by telecopier with confirmation of receipt (sender's confirmation of a successful transmission) (any Notice so sent being deemed to have been received on the date of transmission, if a business day, or the first succeeding business day, subsequent thereto), addressed to the respective parties as follows:

if to Licensor:

World Trade Centers Association, Inc.
1 World Trade Center, Suite 7701

New York, NY 10048
Attention: Executive Vice President
Tel: (212) 432-2626
Fax: (212) 488-0064

if to Licensee:

c/o Silverstein Properties, Inc.
521 Fifth Avenue
New York, New York 10175
Attention: Mr. Larry Silverstein
Tel: (212) 551-7333
Fax: (212) 687-0067

with a copy to:

Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, New York 10038-4982
Attention: Peter A. Miller, Esq.
Tel: (212) 806-5400
Fax: (212) 806-6006

with a copy of each Notice to the Port Authority:

The Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048
Attention: General Counsel
Tel: (212) 435-6910
Fax: (212) 435-6913

A party may designate by Notice in writing given to the other(s) in the manner herein specified a new or other address to which Notices shall thereafter be so given.

B. Construction and Application of Terms. This Agreement does not constitute Licensee as the agent or representative of Licensor for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created. All designations of time herein contained shall refer to the time system then officially in effect in the City of New York. This Agree-

ment may not be amended except by a document signed by Licensor and Licensee, and in the case of an amendment to the provision in paragraph VII.A concerning Notice to the Port Authority or to this paragraph VII.B or paragraph VII.E, by the Port Authority also. This Agreement shall not alter the Port Authority's license rights under the Marks.

C. Consents; Approvals. Any written request for consent or approval hereunder shall be deemed granted if the party receiving such request does not deny such request in writing within thirty (30) days following receipt of such request.

D. Disclaimer. Nothing in this Agreement shall be deemed to constitute a warranty or representation by Licensor that any of the Licensed Property is available for use, or that use of any of the Licensed Property does not infringe the rights of one or more others. LICENSOR MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH RESPECT TO THE LICENSED PROPERTY.

E. Binding Effect; Successors and Assigns; Sublicensing; Survival. This Agreement shall be binding upon and inure to the benefit of Licensor's respective successors and assigns. Licensee may not assign, transfer, or convey (including by operation of law) this Agreement or sublicense the Marks or other Licensed Property to any Person without the prior written consent of Licensor; provided, however, that Licensee (and Licensee's permitted successors and assigns) shall have the right to assign this Agreement or sublicense the Marks and the other Licensed Property, in either case, in whole or in part, to any Person who succeeds to Licensee's interest as lessee of all or any portion of the Premises, provided that such assignee, sublicensee or successor agrees in writing to be bound by all of the terms and conditions of this Agreement. Licensee's obligations under Articles II and V, and Licensor's obligations under Article V, shall survive expiration of this Agreement or the License.

F. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America.

G. Non-Waiver. The failure of either party to exercise any right, power, or option available to it under this Agreement, or to insist upon strict compliance with the terms hereof, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by a party hereto of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies hereunder are cumulative to any other rights or remedies which may be granted by law.

H. Entire Agreement; Duly Authorized. This Agreement represents the entire understanding and agreement between Licensor and Licensee with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made

by and between such parties.

IN WITNESS WHEREOF, Licensor and Licensee have hereunto set their hands and seals as of the day and year first above written.

Licensor:

THE WORLD TRADE CENTERS ASSO-
CIATION

By: _____

Name: Guy F. Tozzola

Its: President

Licensee:

5 WORLD TRADE CENTER LLC

By: _____

Name: _____

Its: _____

SILVERSTEIN WTC MGMT. CO. LLC

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, Licensors and Licensee have hereunto set their hands and seals as of the day and year first above written.

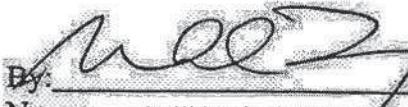
Licensors:

THE WORLD TRADE CENTERS ASSOCIATION

By: _____
Name: _____
Its: _____

Licensee:

5 WORLD TRADE CENTER LLC

By: 
Name: MICHAEL LEVY
Its: Vice President

SILVERSTEIN WTC MGMT. CO. LLC


By: 
Name: MICHAEL LEVY
Its: Vice President

EXHIBIT A TO LICENSE AGREEMENT

GRAPHIC DEPICTION OF THE MARK

WORLD TRADE CENTER

WTC

[Map Design Logo Depiction]

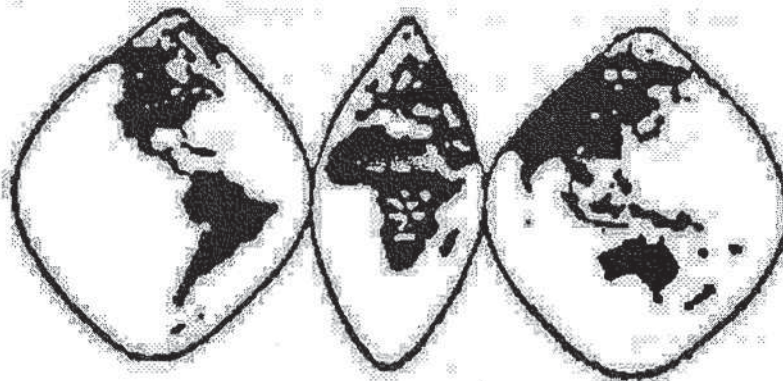


EXHIBIT B TO LICENSE AGREEMENT

DESCRIPTION OF PREMISES

PARCEL 4 (5 WORLD TRADE CENTER):

All that certain volume of space as of the Commencement Date occupied by the buildings and any replacements thereof pursuant to the lease, known and designated as 5 World Trade Center, situate, lying and being in the Borough of Manhattan, County, City and State of New York, the lower limit of which is the World Trade Center Plaza, the exterior limits of any horizontal plane which lies within said volume of space being more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Vesey Street with the westerly side of Church Street;

RUNNING THENCE due South, along the said westerly side of Church Street, 154.00 feet;

THENCE due West, still along the said westerly side of Church Street, 30.00 feet;

THENCE due South, still along the said westerly side of Church Street, 148.75 feet;

THENCE due West 152.92 feet;

THENCE due North 149.83 feet;

THENCE due West 58.17 feet;

THENCE due South 30.00 feet;

THENCE due West 181.83 feet;

THENCE due North 215.92 feet;

THENCE due East 62.18 feet to the aforementioned southerly side of Vesey Street;

THENCE South 88 degrees 51 minutes 35 seconds East, along the said southerly side of Vesey Street, 150.77 feet;

THENCE due South, still along the said southerly side of Vesey Street, 30.00 feet;

THENCE due East, still along the said southerly side of Vesey Street, 210.00 feet to the corner at the point or place of BEGINNING.

Excluding therefrom, the space identified as the "Ancillary Retail Space" on Exhibit Y-1 attached hereto.

EXHIBIT Y-1

● 3. 2. 1 2010 年 12 月 1 日

EXHIBIT C TO LICENSE AGREEMENT

PRE-APPROVED FORM

Westfield
SHOPPINGTOWN
WORLD TRADE CENTER

TRADEMARK LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement"), made as of July 24, 2001 (the "Commencement Date") by and between THE WORLD TRADE CENTERS ASSOCIATION, INC. (hereinafter called the "Licensor"), a Delaware Corporation, having an office and place of business at One World Trade Center, New York, New York 10048 and WESTFIELD WTC LLC (hereinafter called the "Licensee"), a Delaware limited liability company, having an office and place of business c/o Westfield Corporation, Inc., 11601 Wilshire Boulevard, 12th Floor, Los Angeles, California 90025 (hereinafter called the "Licensee").

WITNESSETH, THAT:

WHEREAS, Licensor is an international organization committed to fostering the growth of global trade, having members throughout the world;

WHEREAS, the Licensee is the lessee of the Port Authority (as hereinafter defined) for a portion of that facility in New York City known as the World Trade Center consisting of the Premises (as hereinafter defined) under a lease for a term expiring on July 19, 2100, and Licensee desires to license from Licensor and Licensor desires to license to Licensee the right to use certain Marks (as hereinafter defined) owned by Licensor in connection with the operation of the Premises, on certain terms and conditions more specifically set forth herein; and

WHEREAS, simultaneously herewith, Licensor is entering into other license agreements with certain other lessees of the Port Authority (as hereinafter defined), which license agreements are substantially in the form of this Agreement;

NOW, THEREFORE, in consideration of the covenants and mutual agreements of the parties hereto, Licensor and Licensee hereby covenant and agree as follows:

I. ARTICLE - DEFINITIONS

A. Certain Definitions - For all purposes of this Agreement, the following terms shall have the following meanings:

1. "Agreement" shall have the meaning provided in the Preamble.
2. "Closing Date" shall mean July 24, 2001.
3. "Commencement Date" shall have the meaning provided in the Preamble.

4. "License Term" shall have the meaning provided in paragraph III.A.
5. "Licensed Property" shall mean and be limited solely to the Marks and the Registrations (as defined below).
6. "License" shall have the meaning provided in paragraph II.B.
7. "Licensee" shall have the meaning provided in the Preamble.
8. "Licensor" shall have the meaning provided in the Preamble.
9. "Marks" shall mean the terms and/or designations (including word marks, logo marks, and names, as appropriate) "WORLD TRADE CENTER", "WTC", and the Map Design Logo (as depicted in Exhibit A).
10. "Non-Styled Form" shall mean any representation solely in upper case letters, or with initially capitalized letters, in any standard typeface or font (including a cursive typeface or font).
11. "Notice" shall have the meaning provided in paragraph VII.A.
12. "Person" shall mean and include an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof, and the Port Authority.
13. "Port Authority" shall mean The Port Authority of New York and New Jersey, a body corporate and politic, created by compact between the States of New York and New Jersey with the consent of the Congress of the United States.
14. "Premises" shall have the meaning provided in Exhibit B.
15. "Registration(s)" shall mean any and all registrations of any of the Marks and applications therefor owned by Licensor which may subsist or be pending at any time during the License Term.

II. ARTICLE - LICENSE

A. Ownership of Licensed Property

1. Licensee acknowledges and agrees that all right, title and interest in and to all of the Licensed Property and all goodwill of the business symbolized by the Marks is

and shall at all times be owned solely and exclusively by Licensor, its successors and assigns and that nothing in this Agreement shall give Licensee any right, title, or interest in any of the Licensed Property, other than the limited, non-exclusive right to use the Marks for the License Term, subject to the terms and conditions of this Agreement. In consequence of Licensor's ownership of the Licensed Property and said goodwill, Licensee shall not initiate or undertake any acts inconsistent with such ownership.

2. Licensee further acknowledges and agrees that all use of the Marks by Licensee shall be on behalf of and shall inure solely and exclusively to the benefit of Licensor insofar as the ownership of and rights in and to the Registrations, the Marks, and the goodwill of the business symbolized thereby are concerned.

B. Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts a royalty-free, fully paid-up, worldwide non-exclusive license ("License") to use the Marks (i) in connection with the Premises, including but not limited to operating, promoting, advertising, identifying (including but not limited to in directories and on signage) and maintaining the Premises under the Marks, and (ii) in the corporate names "1 World Trade Center LLC," "2 World Trade Center LLC," "4 World Trade Center LLC," "5 World Trade Center LLC," "World Trade Center Properties LLC," "Silverstein WTC Properties LLC," "Silverstein WTC LLC," "Westfield WTC LLC," and "Westfield WTC Properties LLC;" it being understood that, subject to the license rights of the Port Authority and those in privity with it under the Marks, Licensor shall not be granting licenses to use the Marks to denote properties in New York City other than (i) the Premises or (ii) other parts of the facility in New York City currently known as the World Trade Center.

Licensee shall:

- (1) use the marks "WORLD TRADE CENTER" and "WTC" only in Non-Stylized Form or in such stylized form as may be approved in writing by Licensor or as was used in connection with the Premises prior to the Commencement Date;
- (2) not affix or purport to authorize the affixation of the Marks or any of them to any goods for commercial distribution (or for non-commercial distribution in more than limited quantities), unless and until Licensee has submitted a specimen of such goods to Licensor in advance of its use for Licensor's written consent, and Licensor has given such consent, not to be unreasonably withheld or delayed, provided that once Licensor has approved a type of good, no specimen thereof will need to be resubmitted unless and until Licensee makes a material modification thereto and further provided that Licensee may affix the marks "WORLD TRADE

CENTER" and "WTC" in the Non-Styled Form to brochures and all printed or electronic materials relating to the normal business operation, promotion, or advertising of any portion of the Premises;

- (3) not use the Marks in connection with the advertising, sale or promotion of any facility other than the Premises, it being understood, however, that Licensee may use the Marks in a factually accurate manner in such advertising, sale or promotion to denote the Premises even in connection with materials that include references to other properties;
- (4) not use the Marks or any colorable imitation thereof as a mark or in any other way (other than fair use as understood under the Lanham Act) subsequent to the License Term; and
- (5) not use the Marks in combination or conjunction with any other term or device without securing the prior written consent of Licensor, which consent shall not be unreasonably withheld; provided, however, that Licensor expressly consents herein to (i) the use of the Marks in conjunction with the numbers "One," "Two," "Four," or "Five," and (ii) Licensee Westfield's use of the Marks in the Non-Styled Form in conjunction with the term "The Mall at" and the marks "Westfield" and "Westfield Shoppingtown." Licensor acknowledges and agrees that the depiction set forth in Exhibit C complies with the foregoing (ii).
- (6) not use any of the Marks in a manner that will genericize any of such Marks.

C. Reservation of Rights Not Licensed

1. The rights granted to Licensee in the Licensed Property are limited in time and substantive scope solely to the express terms of the non-exclusive License granted under this Agreement. All rights not expressly licensed pursuant to paragraph II.B above are expressly reserved to Licensor. Licensee shall use the Licensed Property only insofar as permitted under the License.

2. Without limiting the generality of subparagraph II.C.1 above, nothing in this Agreement shall be construed to authorize Licensee to use or purport to authorize use of any of the Licensed Property in connection with any facility, business, or enterprise, other than the Premises.

D. Enforcement of Licensed Rights. As between Licensor and Licensee, Licensor has and shall continue to have for the License Term the exclusive initial right and option (but not the obligation) to initiate and control any litigation or other proceeding or action taken involving any of the Marks (whether or not in combination with one or more other words or devices) or any colorable imitation thereof at the sole discretion of Licensor. Unless such enforcement is against Licensee, the expenses of any such enforcement, including proceedings relating thereto, shall be paid by Licensor. Any and all recoveries from any lawsuit, other proceeding or action, or settlement shall go solely to Licensor; provided, however, that if (i) Licensor initiates such litigation, other proceeding or action at the written request of Licensee, Licensee shall pay Licensor's reasonable costs, attorneys' fees and other expenses in connection with such litigation, other proceeding or action, in accordance with typical cost, fee and expense levels for litigation of this type by firms of national reputation in New York City, U.S.A., or (ii) Licensor decides not to initiate such litigation, other proceeding or action, Licensee shall have the right, as between Licensor and Licensee, at Licensee's own cost and expense to initiate such litigation, other proceeding or action, provided that Licensee (x) obtains Licensor's prior written consent, not to be unreasonably withheld, and (y) consults with Licensor throughout regarding such litigation, proceeding, or action. In connection with subpart (i) above, Licensor shall reimburse Licensee for such costs, attorneys' fees and expenses paid by it to Licensor to the extent those items are covered by any monetary recovery received by Licensor as a result of the litigation, other proceeding or action, or settlement. As between Licensor and Licensee, Licensor shall have the sole and exclusive right of approval in its sole discretion to settle, compromise, or otherwise deal with any dispute (other than one with Licensee) relating to any of the Marks; except for those disputes undertaken by Licensee pursuant to subpart (ii) above concerning which, as between Licensor and Licensee, Licensee shall have such right of approval in consultation with Licensor. Licensee agrees to notify Licensor promptly of any actual or suspected infringement, dilution, or unfair competition relating to any of the Marks by a third party which may come to its attention and Licensee further agrees upon the request of Licensor to assist Licensor, at the sole expense of Licensor, in enforcing any of the Marks against such party.

III. ARTICLE - TERM OF AGREEMENT

A. Term. The term of this Agreement (the "License Term") shall be for the term of Licensee's lease (the "Lease Term") of the Premises, which expires on July 19, 2100, and for any extension of such Lease Term in accordance with the terms of the lease such that said expiration is commensurately deferred; provided, however, that if the lease is terminated in accordance with its terms prior to July 19, 2100, this Agreement shall be deemed to have expired simultaneously with the termination of the lease.

B. Material Breach. Subject to Section VI.A hereof, in the event of any material breach of any provision hereof on the part of Licensee which remains uncured sixty (60) calendar days after Notice of the alleged breach is given by Licensor, Licensor may bring an action in law or in equity with respect to such breach. Licensor's exclusive remedies with

respect to a breach of any provision of this Agreement shall be monetary damages and injunctive relief against such continued violation. Any such breach by Licensee shall be deemed a partial breach of this Agreement, and Licensors may not terminate this Agreement for such partial breach.

C. Cessation of Use. Licensee agrees to cease, immediately upon expiration of this Agreement, production of new materials which bear any of the Marks or any colorable imitation thereof. Notwithstanding Section II.B(4), for all use of the Marks or any colorable imitation thereof (other than fair use as understood under the Lanham Act) by or on behalf of Licensee which cannot with reasonable efforts be ceased coincident with the end of the License Term, within one hundred and eighty (180) days of expiration of this Agreement all such use of the Marks or any colorable imitation by or on behalf of Licensee shall be ceased, including, without limitation, any and all display, publication, and broadcasting of any of the Marks or any colorable imitation thereof or materials incorporating any of the Marks or any colorable imitation thereof.

IV. ARTICLE - QUALITY STANDARDS

A. Quality Standards. In addition to the other quality standards set forth herein, Licensors and Licensee agree that the quality of all services rendered under any of the Licensed Property, and all related advertising, promotional, and other materials or presentations displaying the Marks or any of them (including without limitation on-line or other electronic presentations) shall comply with the standards of quality as maintained in connection with the Premises as of the Closing Date, and shall conform in all respects to the obligations of Licensee under the then applicable provisions of the Lease Agreement. Licensee shall submit to Licensors, from time to time, upon request of Licensors, detailed descriptions of all services provided and activities conducted under the Licensed Property.

B. Quality Maintenance

1. Licensee agrees:

- (1) to permit reasonable inspection of the operation of the Premises, and uses of the Licensed Property, during normal business hours and at reasonable intervals on not less than three (3) business days' notice; and
- (2) not to use or knowingly permit the use of the Premises or any portion thereof for any illegal purpose.

V. ARTICLE - INDEMNIFICATION

A. Indemnification by Licensee. Except for any damages due to (i) the gross negligence or willful misconduct of Licensor or (ii) any claim challenging Licensor's ownership and/or Licensor's use of the Marks, Licensee agrees to and shall indemnify, defend, and hold harmless Licensor, as well as Licensor's officers, directors, and employees, from and against any and all damages of any nature or kind whatsoever, including without limitation reasonable attorneys' fees, liability, awards, costs, judgments, orders or decrees based on or arising out of any claim, suit, threat, cause of action, demand or proceeding arising out of Licensee's material breach of the terms of this Agreement, or out of any services or goods provided or activity conducted by Licensee or any servant, agent, or employee thereof under, otherwise in connection with, or as a result of any of the Licensed Property.

B. Indemnification by Licensor. Except for any damages due to the gross negligence or willful misconduct of Licensee, Licensor agrees to and shall indemnify, defend and hold harmless Licensee, as well as Licensee's officers, directors, and employees from and against any and all damages of any nature or kind whatsoever, including without limitation reasonable attorneys' fees, liability, awards, costs, judgments, orders or decrees based on or arising out of any claim, suit, threat, cause of action, demand or proceeding arising out of Licensor's material breach of the terms of this Agreement.

VI. ARTICLE - EQUITABLE REMEDIES

A. Injunctive Relief. Licensee acknowledges that the Registrations, the Marks and the goodwill associated therewith constitute a valuable property interest of Licensor and that Licensor would suffer substantial, irreparable damage and would be without adequate remedy at law in the event of use of any of the Licensed Property by or on behalf of Licensee other than in conformance with the terms and conditions of this Agreement. Accordingly, notwithstanding any cure rights set forth herein on behalf of Licensee or other remedies available to Licensor at law, Licensor shall be entitled to immediate injunctive relief against any infringement of any of Licensor's rights in any of the Licensed Property or any unauthorized use of any of the Marks, or any other part of the Licensed Property, or any colorable imitation of any of the foregoing, by or on behalf of Licensee, or if at any time Licensee fails to fulfill any of its obligations under Articles II, III, and IV of this Agreement; provided, however, that the foregoing shall be without prejudice to Licensee's defending against the same on the basis that no such infringement, unauthorized use, or failure has occurred.

VII. ARTICLE - MISCELLANEOUS

A. Notices. Each notice, demand, request, consent, approval, or other communication required or permitted hereunder ("Notice") shall be in writing, with a copy to the Port Authority, and shall be deemed to have been duly given and received if and only if (i) personally delivered with proof of delivery thereof (any Notice so delivered being deemed to have been received at the time delivered), (ii) sent by overnight mail, postage prepaid (any Notice so delivered being deemed to have been received at the time delivered), or (iii)

transmitted by telecopier with confirmation of receipt (sender's confirmation of a successful transmission) (any Notice so sent being deemed to have been received on the date of transmission, if a business day, or the first succeeding business day, subsequent thereto), addressed to the respective parties as follows:

if to Licensor: World Trade Centers Association, Inc.
1 World Trade Center, Suite 7701
New York, NY 10048
Attention: Executive Vice President
Tel: (212) 432-2626
Fax: (212) 488-0064

if to Licensee: c/o Westfield Corporation, Inc.
11601 Wilshire Boulevard
12th Floor
Los Angeles, California 90025
Attention: Mr. Richard Green
Tel: (310) 445-2414
Fax: (310) 445-6887

with a copy to: Debevoise & Plimpton
919 Third Avenue
New York, New York 10022
Attention: Peter Schwartz, Esq.
Tel: (212) 909-6901
Fax: (212) 909-7901

with a copy of each Notice to the Port Authority:

The Port Authority of New York and New Jersey
One World Trade Center
New York, New York 10048
Attention: General Counsel
Tel: (212) 435-6910
Fax: (212) 435-6913

A party may designate by Notice in writing given to the other(s) in the manner herein specified a new or other address to which Notices shall thereafter be so given.

B. Construction and Application of Terms. This Agreement does not constitute Licensee as the agent or representative of Licensor for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created. All designations of time herein contained

shall refer to the time system then officially in effect in the City of New York. This Agreement may not be amended except by a document signed by Licensor and Licensee, and in the case of an amendment to the provision in paragraph VII.A concerning Notice to the Port Authority or to this paragraph VII.B or paragraph VII.E, by the Port Authority also. This Agreement shall not alter the Port Authority's license rights under the Marks.

C. Consents; Approvals. Any written request for consent or approval hereunder shall be deemed granted if the party receiving such request does not deny such request in writing within thirty (30) days following receipt of such request.

D. Disclaimer. Nothing in this Agreement shall be deemed to constitute a warranty or representation by Licensor that any of the Licensed Property is available for use, or that use of any of the Licensed Property does not infringe the rights of one or more others. LICENSOR MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH RESPECT TO THE LICENSED PROPERTY.

E. Binding Effect; Successors and Assigns; Sublicensing; Survival. This Agreement shall be binding upon and inure to the benefit of Licensor's respective successors and assigns. Licensee may not assign, transfer, or convey (including by operation of law) this Agreement or sublicense the Marks or other Licensed Property to any Person without the prior written consent of Licensor; provided, however, that Licensee (and Licensee's permitted successors and assigns) shall have the right to assign this Agreement or sublicense the Marks and the other Licensed Property, in either case, in whole or in part, to any Person who succeeds to Licensee's interest as lessee of all or any portion of the Premises, provided that such assignee, sublicensee or successor agrees in writing to be bound by all of the terms and conditions of this Agreement. Licensee's obligations under Articles II and V, and Licensor's obligations under Article V, shall survive expiration of this Agreement or the License.

F. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America.

G. Non-Waiver. The failure of either party to exercise any right, power, or option available to it under this Agreement, or to insist upon strict compliance with the terms hereof, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by a party hereto of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies hereunder are cumulative to any other rights or remedies which may be granted by law.

H. Entire Agreement; Duly Authorized. This Agreement represents the entire understanding and agreement between Licensor and Licensee with respect to the subject matter

hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

IN WITNESS WHEREOF, Licensor and Licensee have hereunto set their hands and seals as of the day and year first above written.

Licensor:

THE WORLD TRADE CENTERS ASSOCIATION

By: _____

Name: Guy F. Tozzoli

Its: President

Licensee:

WESTFIELD WTC LLC, a Delaware limited liability company

By: _____

WESTFIELD WTC HOLDING LLC,
a Delaware limited liability company

By: _____

WESTFIELD AMERICA LIMITED PART-
NERSHIP, a Delaware limited partnership,
its managing member

By: _____

WESTFIELD AMERICA, INC., a Missouri
corporation, its general partner

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Licensors and Licensees have hereunto set their hands and seals as of the day and year first above written.

Licensor:

THE WORLD TRADE CENTERS ASSOCIATION

By: _____

Name: _____

Its: _____

Licensee:

WESTFIELD WTC LLC, a Delaware limited liability company

By: _____

WESTFIELD WTC HOLDING LLC,
a Delaware limited liability company

By: _____

WESTFIELD AMERICA LIMITED PART-
NERSHIP, a Delaware limited partnership,
its managing member

By: _____

WESTFIELD AMERICA, INC., a Missouri
corporation, its general partner

By: _____

Name: _____

Elizabeth P. Westman
Secretary

Title: _____

EXHIBIT A TO LICENSE AGREEMENT

GRAPHIC DEPICTION OF THE MARK

WORLD TRADE CENTER

WTC

[Map Design Logo Depiction]



EXHIBIT B TO LICENSE AGREEMENT

DESCRIPTION OF PREMISES

See Attached



EXHIBIT C TO LICENSE AGREEMENT

PRE-APPROVED FORM

Westfield
SHOPPINGTOWN

WORLD TRADE CENTER

EXHIBIT E

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

MINUTES

Thursday, April 26, 2001

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improvement projects at the Net Leased Properties, as specified in the REOA. These capital projects include essential work to conform to current codes, to meet upcoming lease obligations, to address operational requirements, or to ensure structural integrity. The Net Lessees' Association would also complete certain programs already under construction, including the elevator control system modernization, the new fire alarm system installation, and the subgrade slab rehabilitation; and would implement new projects including the mall egress and smoke purge projects, as well as other capital projects that the Net Lessees' Association believes to be desirable in connection with the Net Leased Properties. Total capital expenditures would be made by the Net Lessees' Association over an eight to ten year period from the closing, in an amount estimated to be up to approximately \$200 million, including approximately \$125 million for the capital improvement projects specified in the REOA.

Allocations to the Port Authority for utility services provided by the Net Lessees' Association to Three, Six and Seven World Trade Center and PATH would be based on actual cost of services. Allocations among the Net Lessees for electricity would most likely be based on an electrical survey and for all other services based on stated percentages in the REOA. The Port Authority has provided "rough justice" percentages based on square footage, although percentages provided by the Silverstein Group, if agreed to prior to closing, would be used. Thereafter, percentage allocations among the Net Lessees may be amended, subject to the approval by the Port Authority of the methodology used to devise such allocations.

The REOA provides for remedies enforceable by the Net Lessees' Association in the event of a default thereunder by a Net Lessee and for remedies enforceable by the Port Authority for the failure of the Net Lessees' Association to perform its obligations under the REOA. The Port Authority's remedies include enforcement rights, right of entry and the right to perform the obligations of the Net Lessees' Association, at the cost and expense of the Net Lessees' Association.

The parties to the REOA would agree to use commercially reasonable efforts to correct, amend or modify the REOA and the allocation of costs, expenses and services to the extent necessary to achieve the intent of the parties to the REOA.

Port Authority Space Lease and License Agreements

Since the Net Leases would include all of the office space and related facilities currently occupied by the Port Authority at the World Trade Center, the Port Authority would also, simultaneously with entering into the Net Leases, enter into a space lease ("Space Lease") with the Net Lessee of One World Trade Center, as landlord, and the Port Authority, as tenant. The Space Lease would include approximately 725,000 rentable square feet ("rsf") of office space (and certain subgrade areas, including 110 parking spaces and a separate parking area for Port Authority pool cars) in One World Trade Center, and other areas to a lesser degree under the License Agreements described below, which the Port Authority intends to use and occupy for the conduct of its operations after the effective date of the Net Lease. The Port Authority would also be provided with an exclusive Visitors Desk station in the lobby of One World Trade

Center, consistent with those provided for other large tenants. The Port Authority presently occupies approximately 900,000 rsf of office space at One and Two World Trade Center.

The Space Lease would have an initial term of 20 years and the Port Authority would also have four consecutive five-year renewal options at the greater of 90% of fair market value and 90% of the then fixed rent (capped at fair market value). Fixed rent for the office space is \$22.00 per rsf for the first five years of the initial term, \$26.00 per rsf for the second five years, and thereafter increases by \$5.00 per rsf at the start of each additional five-year interval of the initial term. In addition to the fixed rent, the Port Authority would also pay a proportionate share of increases (over a base year of 2003) in certain operating expenses of One World Trade Center. In the event that the Port Authority fails to vacate any space occupied by it at the end of the term of the Space Lease, it would pay an amount ranging from 150% (for the first 30 days) to 200% (after 60 days) of the fair market rental value.

The Port Authority would have the right to sublease all or a portion of its space without consent of the Net Lessee, provided that certain minimum conditions would be met, for a rental at least equal to 95% of fair market value. Any assignment or subletting of all or a portion of its space by the Port Authority for less than 95% of fair market value, or to a then existing tenant of One, Two or Seven World Trade Center, or to a party with whom the Net Lessee is then in active negotiations for office space at One, Two or Seven World Trade Center, would require the Net Lessee's consent. The Net Lessee would have rights to recapture space proposed to be assigned or sublet by the Port Authority, on the same terms as the Port Authority was offering to third parties. The Port Authority would also have certain rights to make a first offer for a limited amount of available space.

The Port Authority would also have rights to reduce the square footage under the Space Lease commencing in the seventh year of the term and thereafter at two-year intervals in an amount not to exceed 200,000 rentable square feet, in full floor increments, for each space reduction period.

The Port Authority would be responsible for the remediation of any hazardous materials present in its leased space as of the commencement date of the Space Lease. Generally, any remediation obligation would only occur at the time of an alteration to the space by the Port Authority or as a result of a change in law or procedures applicable to the World Trade Center after the commencement date of the Space Lease. At the end of the term of the Space Lease, if requested by the Net Lessee, the Port Authority would also be responsible for the removal of "specialty" alterations located in the leased space.

The Port Authority would also enter into License Agreements with certain of the Net Lessees for a nominal rent with respect to certain office space currently occupied by World Trade Department staff, space occupied by the Port Authority Police, and antenna and equipment space in One, Two and Five World Trade Center.

Additionally, approximately 9,000 rsf of office space located on the 77th Floor of One World Trade Center and one parking space would be added to the Space Lease, at the rental rates to be paid by the Port Authority and with the other terms set forth above. This space is

currently occupied by the World Trade Centers Association, Inc. (“WTCA”), for a term expiring on January 31, 2005. The WTCA was established in 1970 to promote the growth of world trade centers, to develop cooperative programs among world trade centers and to facilitate international trade by bringing together exporters, importers and service providers. It is a not-for-profit association with a membership that includes more than 300 world trade centers worldwide in about 100 countries. Over 500,000 companies are affiliated with WTCA members worldwide. In 1986, the Port Authority transferred to the WTCA its ownership of certain registered service marks pertaining to the World Trade Center name, with a reservation of the right to use such marks in the future. To facilitate a direct license of the right to use these service marks from the WTCA to the Net Lessees and a confirmation of certain Port Authority sublicensing rights, the Port Authority would extend the WTCA’s lease, essentially as a subtenant of the Port Authority commencing on February 1, 2005 and expiring at the end of the initial term of the Space Lease, with four consecutive five-year renewal options. There would be no rental payments from the WTCA during the term of the sublease; however, it would continue to pay operating and maintenance escalations at the levels established in its current lease. The Port Authority would agree to continue to maintain its membership in the WTCA, at the lowest regular membership fee applicable on a non-discriminatory basis to all members of the WTCA. Continuing to have the WTCA headquarters at the WTC also facilitates the Port Authority’s statutory mission in connection with world trade and commerce.

NYPA

NYPA has furnished electricity to Port Authority facilities in New York State, including the World Trade Center, since 1976 pursuant to an agreement entered into at that time. In 1996, an additional agreement was entered into with NYPA, which established a rate formula for the supply of electricity to be effective at least until December 31, 2004. NYPA’s charges for electricity have generally been less than those of Con Edison and, in recent months, substantially less. Under the 1996 Agreement, either NYPA or the Port Authority could have first terminated the supply of electricity on three years’ prior notice on or after December 31, 2001, to be effective on or after December 31, 2004.

In mid-March 2001, NYPA and the Port Authority entered into a modification of these agreements providing for the continuation of NYPA’s supply of electricity to the Port Authority at its New York facilities, including the World Trade Center, through at least December 31, 2011. From and after December 31, 2008, either the Port Authority or NYPA may give notice of an election to terminate the agreement, to be effective three years thereafter, separately with respect to each of the Port Authority’s New York facilities (including the World Trade Center) in whole or in part. During the term of the agreement the Port Authority may elect to receive electricity at such price and other terms equivalent to the terms offered by NYPA to its other large “Southeastern New York” governmental customers. The agreement details the billing and other arrangements under which NYPA would supply electricity to the World Trade Center following the effectuation of the Net Leases. The Port Authority and NYPA are to negotiate in good faith a supplement to the agreement setting forth in greater detail the pricing methodology to be used for the portion of the term from January 1, 2005 through December 31, 2011.

EXHIBIT F

AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT (the "Agreement"), dated as of November 16, 2006 (the "Commencement Date") by and between WORLD TRADE CENTERS ASSOCIATION, INC., a Delaware corporation, having an office and place of business at 420 Lexington Avenue, Suite 518, New York, New York 10170 (hereinafter called the "Licensor"), and 1 WORLD TRADE CENTER LLC, a Delaware limited liability company having an office and place of business c/o The Port Authority of New York and New Jersey, 225 Park Avenue South, New York, New York 10003 (hereinafter called the "Licensee").

WITNESSETH, THAT:

WHEREAS, Licensor is an international organization committed to fostering the growth of global trade, having members throughout the world;

WHEREAS, the Port Authority (as hereinafter defined) and the Licensee entered into that certain Agreement of Lease dated as of July 16, 2001 with respect to a portion of that facility in New York City known as the World Trade Center (as the same has been amended prior to the date hereof, the "Original Lease");

WHEREAS, in connection with the execution of the Original Lease, the Licensor and the Licensee entered into that certain Trademark License Agreement dated as of July 24, 2001 (the "Original License");

WHEREAS, as a result of the terrorist attacks of September 11, 2001 all of the buildings, structures, and improvements then constituting the World Trade Center facility were destroyed;

WHEREAS, in view of the creation of a new facility in New York City which shall be known as the World Trade Center, the Port Authority and the Licensee are contemporaneously herewith entering into that certain: (i) Amended and Restated Agreement of Lease for a portion of that new facility in New York City known as the World Trade Center consisting of the T-1 Premises (as hereinafter defined), which lease shall amend and restate the Original Lease, for a term expiring on July 15, 2100 (the "Amended Lease"), and (ii) Agreement of Lease for a portion of that new facility in New York City known as the World Trade Center consisting of the T-5 Premises (as hereinafter defined) for a term expiring on July 15, 2100 (the "T-5 Lease");

WHEREAS, in connection with the execution of the Amended Lease and the T-5 Lease, Licensee desires to license from Licensor and Licensor desires to license to Licensee the right to use certain Marks (as hereinafter defined) owned by Licensor in connection with the operation of the Premises, on certain terms and conditions more specifically set forth herein; and

WHEREAS, simultaneously herewith, Licensor is entering into another license agreement with WTC Retail LLC, which license agreement is substantially in the form of this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements of the parties hereto, Licensors and Licensees hereby covenant and agree as follows:

The Original License is hereby continued in full force and effect and amended, restated and superseded in its entirety as follows:

I. ARTICLE - DEFINITIONS

A. Certain Definitions - For all purposes of this Agreement, the following terms shall have the following meanings:

1. "Agreement" shall have the meaning provided in the Preamble.
2. "Amended Lease" shall have the meaning provided in the Recitals.
3. "Closing Date" shall mean the Commencement Date.
4. "Comparable Buildings" shall mean those buildings more particularly set forth on Exhibit A attached hereto.
5. "Commencement Date" shall have the meaning provided in the Preamble.
6. "License Term" shall have the meaning provided in Section III.A.
7. "Licensed Property" shall mean and be limited solely to the Marks and the Registrations (as defined below).
8. "License" shall have the meaning provided in Section II.B.
9. "Licensee" shall have the meaning provided in the Preamble.
10. "Licensor" shall have the meaning provided in the Preamble.
11. "Marks" shall mean the terms and/or designations (including word marks, logo marks, and names, as appropriate) "WORLD TRADE CENTER", "WTC", and the Map Design Logo (as depicted in Exhibit B), and any and all other terms and/or designations owned by Licensor at the Commencement Date or thereafter (as the case may be) and made hereafter a part of this Agreement by adding same, pursuant to written agreement between the parties, to the terms and/or designations initially licensed for use.
12. "Non-Styled Form" shall mean any representation solely in upper case letters, or with initially capitalized letters, in any standard typeface or font (including a cursive typeface or font).
13. "Notice" shall have the meaning provided in Section VII.A.
14. "Original Lease" shall have the meaning provided in the Recitals.
15. "Original License" shall have the meaning provided in the Recitals.

16. "Person" shall mean and include an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof, and the Port Authority.

17. "Port Authority" shall mean The Port Authority of New York and New Jersey, a body corporate and politic, created by compact between the States of New York and New Jersey with the consent of the Congress of the United States.

18. "Premises" shall mean the T-1 Premises and the T-5 Premises collectively.

19. "Registration(s)" shall mean any and all registrations of any of the Marks and applications therefor owned by Licensor which may subsist or be pending at any time during the License Term.

20. "T-1 Premises" shall have the same meaning as "Premises" has in the Amended Lease. The parties acknowledge that the T-1 Premises consists of that portion of the World Trade Center to be known and designated as the Freedom Tower.

21. "T-5 Lease" shall have the meaning provided in the Recitals.

22. "T-5 Premises" shall have the same meaning as "Premises" has in the T-5 Lease. The parties acknowledge that the T-5 Premises consists of that portion of the World Trade Center to be known and designated as Five World Trade Center or Tower T-5.

II. ARTICLE - LICENSE

A. Ownership of Licensed Property

1. Licensee acknowledges and agrees that all right, title and interest in and to all of the Licensed Property and all goodwill of the business symbolized by the Marks is and shall at all times be owned solely and exclusively by Licensor, its successors and assigns and that nothing in this Agreement shall give Licensee any right, title, or interest in any of the Licensed Property, other than the limited, non-exclusive right to use the Marks for the License Term, subject to the terms and conditions of this Agreement. In consequence of Licensor's ownership of the Licensed Property and said goodwill, Licensee shall not initiate or undertake any acts inconsistent with such ownership.

2. Licensee further acknowledges and agrees that all use of the Marks by Licensee shall be on behalf of and shall inure solely and exclusively to the benefit of Licensor insofar as the ownership of and rights in and to the Licensed Property, and the goodwill of the business symbolized thereby are concerned.

B. Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts a royalty-free, fully paid-up, worldwide non-exclusive license ("License") to use the Marks (i) in connection with the Premises, including but not limited to operating, promoting, advertising, identifying (including but not limited to in directories and on signage) and maintaining the Premises under the Marks,

REDACTED

IN WITNESS WHEREOF, Licensor and Licensee have hereunto set their hands and seals as of the day and year first above written.

Licensor:

WORLD TRADE CENTERS ASSOCIATION,
INC.

By: 
Name: Matthew Kleinknecht
Title: Vice President

Licensee:

1 WORLD TRADE CENTER LLC

By: The Port Authority of New York and New
Jersey

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Licensor and Licensee have hereunto set their hands and seals as of the day and year first above written.

Licensor:

WORLD TRADE CENTERS ASSOCIATION,
INC.

By: _____
Name: _____
Title: _____

Licensee:

1 WORLD TRADE CENTER LLC

By: The Port Authority of New York and New
Jersey

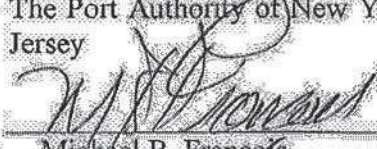
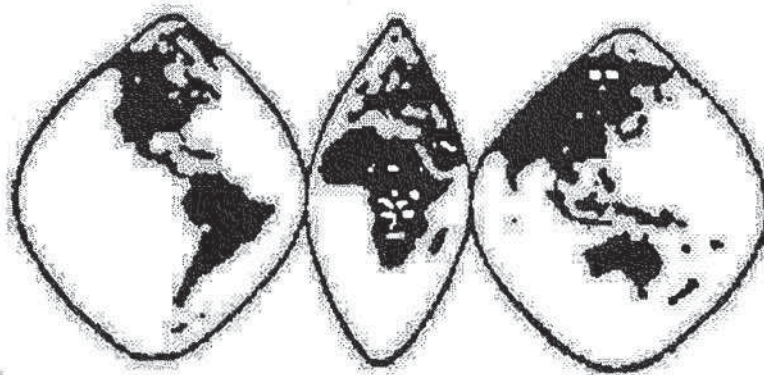
By: 
Name: Michael B. François
Its: Director of Development

EXHIBIT B

WORLD TRADE CENTER, U.S. Reg. No. 1,469,489

WTC, U.S. Reg. No. 1,749,086

Map Design Logo Depiction, U.S. Reg. No. 1,011,720:



AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT (the "Agreement"), dated as of November 16, 2006 (the "Commencement Date") by and between WORLD TRADE CENTERS ASSOCIATION, INC., a Delaware corporation, having an office and place of business at 420 Lexington Avenue, Suite 518, New York, New York 10170 (hereinafter called the "Licensor"), and 2 WORLD TRADE CENTER LLC ("Lessee"), SILVERSTEIN WTC MGMT. CO. LLC ("Property Manager One"), SILVERSTEIN WTC MGMT. CO. II LLC ("Property Manager Two"), all Delaware limited liability companies having an office and place of business c/o Silverstein Properties, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007 (Lessee, Property Manager One and Property Manager Two are sometimes collectively referred to herein as the "Licensee").

WITNESSETH, THAT:

WHEREAS, Licensor is an international organization committed to fostering the growth of global trade, having members throughout the world;

WHEREAS, the Port Authority (as hereinafter defined) and the Lessee entered into that certain Agreement of Lease dated as of July 16, 2001 with respect to a portion of that facility in New York City known as the World Trade Center (as the same has been amended prior to the date hereof, the "Original Lease");

WHEREAS, in connection with the execution of the Original Lease, the Licensor and the Licensee entered into that certain Trademark License Agreement dated as of July 24, 2001 (the "Original License");

WHEREAS, as a result of the terrorist attacks of September 11, 2001 all of the buildings, structures, and improvements then constituting the World Trade Center facility were destroyed;

WHEREAS, in view of the creation of a new facility in New York City which shall be known as the World Trade Center, the Port Authority and the Lessee are contemporaneously herewith entering into that certain Amended and Restated Agreement of Lease for a portion of that new facility in New York City known as the World Trade Center consisting of the Premises (as hereinafter defined), which lease shall amend and restate the Original Lease, for a term expiring on July 15, 2100 (the "Amended Lease");

WHEREAS, in connection with the execution of the Amended Lease, Licensee desires to license from Licensor and Licensor desires to license to Licensee the right to use certain Marks (as hereinafter defined) owned by Licensor in connection with the operation of the Premises, on certain terms and conditions more specifically set forth herein; and

WHEREAS, simultaneously herewith, Licensor is entering into other license agreements with (i) 3 World Trade Center LLC (f/k/a 5 World Trade Center LLC), Silverstein WTC Mgmt. Co. LLC and Silverstein WTC Mgmt. Co. II LLC, and (ii) 4 World Trade Center LLC, Silverstein WTC Mgmt. Co. LLC and Silverstein WTC Mgmt. Co. II LLC, which license agreements are substantially in the form of this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements of the parties hereto, Licensor and Licensee hereby covenant and agree as follows:

The Original License is hereby continued in full force and effect and amended, restated and superseded in its entirety as follows:

I. ARTICLE - DEFINITIONS

A. Certain Definitions - For all purposes of this Agreement, the following terms shall have the following meanings:

1. "Agreement" shall have the meaning provided in the Preamble.
2. "Amended Lease" shall have the meaning provided in the Recitals.
3. "Closing Date" shall mean the Commencement Date.
4. "Comparable Buildings" shall mean those buildings more particularly set forth on Exhibit A attached hereto.
5. "Commencement Date" shall have the meaning provided in the Preamble.
6. "Lessee" shall have the meaning provided in the Preamble.
7. "License Term" shall have the meaning provided in Section III.A.
8. "Licensed Property" shall mean and be limited solely to the Marks and the Registrations (as defined below).
9. "License" shall have the meaning provided in Section II.B.
10. "Licensee" shall have the meaning provided in the Preamble.
11. "Licensor" shall have the meaning provided in the Preamble.
12. "Marks" shall mean the terms and/or designations (including word marks, logo marks, and names, as appropriate) "WORLD TRADE CENTER", "WTC", and the Map Design Logo (as depicted in Exhibit B), and any and all other terms and/or designations owned by Licensor at the Commencement Date or thereafter (as the case may be) and made hereafter a part of this Agreement by adding same, pursuant to written agreement between the parties, to the terms and/or designations initially licensed for use.
13. "Non-Stylized Form" shall mean any representation solely in upper case letters, or with initially capitalized letters, in any standard typeface or font (including a cursive typeface or font).
14. "Notice" shall have the meaning provided in Section VII.A.

15. "Original Lease" shall have the meaning provided in the Recitals.
16. "Original License" shall have the meaning provided in the Recitals.
17. "Person" shall mean and include an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof, and the Port Authority.
18. "Port Authority" shall mean The Port Authority of New York and New Jersey, a body corporate and politic, created by compact between the States of New York and New Jersey with the consent of the Congress of the United States.
19. "Premises" shall have the meaning provided in the Amended Lease. The parties acknowledge that the Premises consists of that portion of the World Trade Center to be known and designated as Two World Trade Center or Tower T-2.
20. "Property Manager One" shall have the meaning provided in the Preamble.
21. "Property Manager Two" shall have the meaning provided in the Preamble.
22. "Registration(s)" shall mean any and all registrations of any of the Marks and applications therefor owned by Licensor which may subsist or be pending at any time during the License Term.

II. ARTICLE - LICENSE

A. Ownership of Licensed Property

1. Licensee acknowledges and agrees that all right, title and interest in and to all of the Licensed Property and all goodwill of the business symbolized by the Marks is and shall at all times be owned solely and exclusively by Licensor, its successors and assigns and that nothing in this Agreement shall give Licensee any right, title, or interest in any of the Licensed Property, other than the limited, non-exclusive right to use the Marks for the License Term, subject to the terms and conditions of this Agreement. In consequence of Licensor's ownership of the Licensed Property and said goodwill, Licensee shall not initiate or undertake any acts inconsistent with such ownership.

2. Licensee further acknowledges and agrees that all use of the Marks by Licensee shall be on behalf of and shall inure solely and exclusively to the benefit of Licensor insofar as the ownership of and rights in and to the Licensed Property, and the goodwill of the business symbolized thereby are concerned.

B. Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts a royalty-free, fully

paid-up, worldwide non-exclusive license ("License") to use the Marks (i) in connection with the Premises, including but not limited to operating, promoting, advertising, identifying (including but not limited to in directories and on signage) and maintaining the Premises under the Marks, and (ii) in the corporate name "2 World Trade Center LLC," "World Trade Center Properties LLC," "Silverstein WTC Properties LLC," and "Silverstein WTC LLC" it being understood that, subject to the license rights of the Port Authority and those in privity with it under the Marks, Licensor shall not be granting licenses to use the Marks to denote properties in New York City other than (i) the Premises or (ii) other parts of the facility in New York City currently known as the World Trade Center.

Licensee shall:

- (1) use the marks "WORLD TRADE CENTER" and "WTC" only in Non-Stylized Form or in such stylized form as may be approved in writing by Licensor or as was used by Licensor or Licensee in connection with the Premises prior to or as of the Commencement Date (as the case may be); or as hereafter agreed upon in writing by the parties;
- (2) not affix or purport to authorize the affixation of the Marks or any of them to any goods for commercial distribution (or for non-commercial distribution in more than limited quantities), unless and until Licensee has submitted a specimen of such goods to Licensor in advance of its use for Licensor's written consent, and Licensor has given such written consent, not to be unreasonably withheld or delayed, provided that once Licensor has approved a type of good, no specimen thereof will need to be resubmitted unless and until Licensee makes a material modification thereto (and further provided that Licensee may affix the marks "WORLD TRADE CENTER" and "WTC" in the Non-Stylized Form to brochures and all printed or electronic materials relating to the normal business operation, promotion, or advertising of any portion of the Premises);
- (3) not use the Marks in connection with the advertising, sale or promotion of any facility other than the Premises, it being understood, however, that Licensee may use the Marks in a factually accurate manner in such advertising, sale or promotion to denote the Premises even in connection with materials that include references to other properties;
- (4) not use the Marks or any colorable imitation thereof as a mark or in any other way (other than fair use as understood under the Lanham Act) subsequent to the License Term;

- (5) not use the Marks in combination or conjunction with any other term or device without securing the prior written consent of Licensor, which consent shall not be unreasonably withheld; provided, however, that Licensor expressly consents herein to use of the words or Arabic numbers "2," "T-2," and "Two" in connection with the words WORLD TRADE CENTER or WTC; and
- (6) not use any of the Marks in a manner that will genericize, dilute or otherwise damage, any of the Marks and/or the goodwill associated therewith.

C. Reservation of Rights Not Licensed

1. The rights granted to Licensee in the Licensed Property are limited in time and substantive scope solely to the express terms of the non-exclusive License granted under this Agreement. All rights not expressly licensed pursuant to Section II.B above are expressly reserved to Licensor. Licensee shall use the Licensed Property only insofar as permitted under the License (including without limitation using the Licensed Property beyond the express terms of the license grant in Section II.B only with the written pre-approval of Licensor).

2. Without limiting the generality of Section II.C.1 above, nothing in this Agreement shall be construed to authorize Licensee to use or purport to authorize use of any of the Licensed Property in connection with any facility, business, or enterprise, other than the Premises.

D. Enforcement of Licensed Rights. As between Licensor and Licensee, Licensor has and shall continue to have for the License Term the exclusive initial right and option (but not the obligation) to initiate and control any litigation or other proceeding or action taken involving any of the Marks (whether or not in combination with one or more other words or devices) or any colorable imitation thereof at the sole discretion of Licensor. Unless such enforcement is against Licensee, the expenses of any such enforcement, including proceedings relating thereto, shall be paid by Licensor. Any and all recoveries from any lawsuit, other proceeding or action, or settlement shall go solely to Licensor; provided, however, that if (i) Licensor initiates such litigation, other proceeding or action at the written request of Licensee, Licensee shall pay Licensor's reasonable costs, attorneys' fees and other expenses in connection with such litigation, other proceeding or action, in accordance with typical cost, fee and expense levels for litigation of this type by firms of national reputation in New York City, U.S.A., or (ii) Licensor decides not to initiate such litigation, other proceeding or action, Licensee shall have the right, as between Licensor and Licensee, at Licensee's own cost and expense to initiate such litigation, other proceeding or action, provided that Licensee (x) obtains Licensor's prior written consent, not to be unreasonably withheld, and (y) consults with Licensor throughout regarding such litigation, proceeding, or action. In connection with subpart (i) above, Licensor shall reimburse Licensee for such costs, attorneys' fees and expenses paid by it to Licensor to the extent those items are covered by any monetary recovery received by Licensor as a result of the litigation, other proceeding or action, or settlement. As between Licensor and Licensee, Licensor shall have

the sole and exclusive right of approval in its sole discretion to settle, compromise, or otherwise deal with any dispute (other than one with Licensee) relating to any of the Marks; except for those disputes undertaken by Licensee pursuant to subpart (ii) above concerning which, as between Licensor and Licensee, Licensee shall have such right of approval in consultation with Licensor. Licensee agrees to notify Licensor promptly in writing of any actual or suspected infringement, dilution, unfair competition, or any form of damage or probable damage relating to the Marks by a third party which may come to its attention and Licensee further agrees upon the request of Licensor to assist Licensor, at the sole expense of Licensor, in enforcing any of the Marks against such party.

III. ARTICLE - TERM OF AGREEMENT

A. Term. The term of this Agreement (the "License Term") shall be for the term of the letting as set forth in Section 3 of the Amended Lease, which expires on July 15, 2100, and for any extension of such term in accordance with the terms of the lease such that said expiration is commensurately deferred; provided, however, that if the Amended Lease is terminated in accordance with its terms prior to either July 15, 2100 or the expiration of any extension of the Amended Lease term, as the case may be, then (a) from the time of such termination and thereafter Licensee shall immediately cease any use of the words or Arabic numbers "2", "Two" or "T-2" in connection with the words WORLD TRADE CENTER or WTC, in accordance with the terms set forth in this Agreement, and (b) this Agreement shall be deemed to have expired simultaneously with the termination of the Amended Lease term or the termination of any extension thereof, as the case may be, provided that Licensee shall, in the event of a termination as referred to in this item (b), nonetheless also comply with item (a) as set forth above in this paragraph.

B. Material Breach. Subject to Section VI.A hereof, in the event of any material breach of any provision hereof on the part of Licensee which remains uncured sixty (60) calendar days after Notice of the alleged breach is received by Licensee, Licensor may bring an action in law or in equity with respect to such breach. Licensor's exclusive remedies with respect to a breach of any provision of this Agreement shall be monetary damages and injunctive relief against such continued violation. Any such breach by Licensee shall be deemed a partial breach of this Agreement, and Licensor may not terminate this Agreement for such partial breach.

C. Cessation of Use. Licensee agrees to cease, immediately upon expiration of this Agreement, production of new materials which bear any of the Marks or any colorable imitation thereof. Notwithstanding Section II.B(4), for all use of the Marks or any colorable imitation thereof (other than fair use as understood under the Lanham Act) by or on behalf of Licensee which cannot with reasonable efforts be ceased coincident with the end of the License Term, within one hundred and eighty (180) days of expiration of this Agreement all such use of the Marks or any colorable imitation by or on behalf of Licensee shall be ceased, including, without limitation, any and all display, publication, and broadcasting of any of the Marks or any colorable imitation thereof or materials incorporating any of the Marks or any colorable imitation thereof.

IV. ARTICLE - QUALITY STANDARDS

A. Quality Standards. In addition to the other quality standards set forth herein, Licensor and Licensee agree that the quality of all services rendered under any of the Licensed Property shall be comparable in quality to the quality of services then prevailing in the Comparable Buildings, and all related advertising, promotional, and other materials or presentations displaying the Marks or any of them (including without limitation on-line or other electronic presentations) shall be comparable in quality to the advertising, promotional and other materials or presentations used in connection with the Comparable Buildings, and all of the foregoing shall conform in all respects to the obligations of Licensee under the then applicable provisions of the Lease Agreement. Licensee shall submit to Licensor, from time to time, upon request of Licensor, (i) samples sufficient to accurately show each of Licensee's uses of the Marks and (ii) detailed descriptions of any and all of the goods (subject to Section II.B.2) and services provided and activities conducted by Licensee in connection with the Marks.

B. Quality Maintenance

1. Licensee agrees:

- (1) to permit reasonable inspection of the operation of the Premises, and uses of the Licensed Property, during normal business hours and at reasonable intervals on not less than three (3) business days' notice; and
- (2) not to use or knowingly permit the use of the Premises or any portion thereof for any illegal purpose.

2. It is agreed that:

- (1) Licensor shall maintain any United States trademark registrations for the Marks and shall pursue the prosecution of United States trademark applications for the Marks subsisting or pending on the Commencement Date; and
- (2) Licensor shall file a United States application for registration of any of the Marks that may be added to the Licensed Property after the Commencement Date (but only insofar as such one or more of the added Marks is not already the subject of one or more United States registrations or applications for registration) pursuant to this Agreement and written amendments thereto between Licensor and Licensee; provided, however, that the party that proposes an addition as aforesaid to the Licensed Property shall bear the cost (including attorney fees) of filing each application occasioned by such addition, as well as prosecuting, defending (from opposition or other challenge) and maintaining such application(s) and any registration(s) based thereon.

V. ARTICLE - INDEMNIFICATION

A. Indemnification by Licensee. Except for any damages due to (i) the gross negligence or willful misconduct of Licensor or (ii) any claim challenging Licensor's ownership and/or Licensor's use of the Marks, Licensee agrees to and shall indemnify, defend, and hold harmless Licensor, as well as Licensor's officers, directors, and employees, from and against any and all damages of any nature or kind whatsoever, including without limitation reasonable attorneys' fees, liability, awards, costs, judgments, orders or decrees based on or arising out of any claim, suit, threat, cause of action, demand or proceeding arising out of Licensee's material breach of the terms of this Agreement, or out of any services or goods (subject to Section II.B.2) provided or activity conducted by Licensee or any servant, agent, or employee thereof under, otherwise in connection with, or as a result of any of the Licensed Property.

B. Indemnification by Licensor. Except for any damages due to the gross negligence or willful misconduct of Licensee, Licensor agrees to and shall indemnify, defend and hold harmless Licensee, as well as Licensee's officers, directors, and employees from and against any and all damages of any nature or kind whatsoever, including without limitation reasonable attorneys' fees, liability, awards, costs, judgments, orders or decrees based on or arising out of any claim, suit, threat, cause of action, demand or proceeding arising out of Licensor's material breach of the terms of this Agreement.

VI. ARTICLE - EQUITABLE REMEDIES

A. Injunctive Relief. Licensee acknowledges that the Registrations, the Marks and the goodwill associated therewith constitute a valuable property interest of Licensor and that Licensor would suffer substantial, irreparable damage and would be without adequate remedy at law in the event of use of any of the Licensed Property by or on behalf of Licensee other than in conformance with the terms and conditions of this Agreement. Accordingly, notwithstanding any cure rights set forth herein on behalf of Licensee or other remedies available to Licensor at law, Licensor shall be entitled to immediate injunctive relief against any infringement of any of Licensor's rights in any of the Licensed Property or any unauthorized use of any of the Marks, or any other part of the Licensed Property, or any colorable imitation of any of the foregoing, by or on behalf of Licensee, or if at any time Licensee fails to fulfill any of its obligations under Articles II, III, and IV of this Agreement; provided, however, that the foregoing shall be without prejudice to Licensee's defending against the same on the basis that no such infringement, unauthorized use, or failure has occurred.

VII. ARTICLE - MISCELLANEOUS

A. Notices. Each notice, demand, request, consent, approval, or other communication required or permitted hereunder ("Notice") shall be in writing, with a copy to the Port Authority, and shall be deemed to have been duly given and received if and only if (i) personally delivered with proof of delivery thereof (any Notice so delivered being deemed to have been received at the time delivered), (ii) sent by overnight mail, postage prepaid (any Notice so delivered being deemed to have been received at the time delivered), or (iii) transmitted by telecopier with confirmation of receipt (sender's confirmation of a successful

transmission) (any Notice so sent being deemed to have been received on the date of transmission, if a business day, or the first succeeding business day, subsequent thereto), addressed to the respective parties as follows:

if to Licensor: World Trade Centers Association, Inc.
420 Lexington Avenue,
Suite 518
New York, NY 10170
Attention: Executive Vice President
Tel: (212) 432-2626
Fax: (212) 488-0064

if to Licensee: c/o Silverstein Properties, Inc.
7 World Trade Center
250 Greenwich Street
New York, New York 10007
Attention: Mr. Larry Silverstein
Tel: (212) 551-7333
Fax: (212) 687-0067

with a copy to: Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, New York 10038-4982
Attention: Karen Scanna, Esq.
Tel: (212) 806-5400
Fax: (212) 806-6006

with a copy of each Notice to the Port Authority:

The Port Authority of New York and New Jersey
225 Park Avenue South,
14th Floor
New York, New York 10003
Attention: General Counsel
Tel: (212) 435-6910
Fax: (212) 435-6913

with a copy to: DLA Piper US LLP
1251 Avenue of the Americas
New York, NY 10020
Attention: Martin Polevoy
Tel: (212) 335-4610
Fax: (212) 884-8600

A party may designate by Notice in writing given to the other(s) in the manner herein specified a new or other address to which Notices shall thereafter be so given.

B. Construction and Application of Terms. This Agreement does not constitute Licensee as the agent or representative of Licensor for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created. All designations of time herein contained shall refer to the time system then officially in effect in the City of New York. This Agreement may not be amended except by a document signed by Licensor and Licensee, and in the case of an amendment to the provision in Section VII.A concerning Notice to the Port Authority or to this Section VII.B or Section VII.E, by the Port Authority also. This Agreement shall not alter the Port Authority's license rights under the Marks.

C. Consents; Approvals. Any written request for consent or approval hereunder shall be deemed granted if the party receiving such request does not deny such request in writing within thirty (30) days following receipt of such request.

D. Disclaimer. Nothing in this Agreement shall be deemed to constitute a warranty or representation by Licensor that any of the Licensed Property is available for use, or that use of any of the Licensed Property does not infringe the rights of one or more others. LICENSOR MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH RESPECT TO THE LICENSED PROPERTY.

E. Binding Effect; Successors and Assigns; Sublicensing; Survival. This Agreement shall be binding upon and inure to the benefit of Licensor's respective successors and assigns. Licensee may not assign, transfer, or convey (including by operation of law) this Agreement or sublicense the Marks or other Licensed Property to any Person without the prior written consent of Licensor; provided, however, that Licensee (and Licensee's permitted successors and assigns) shall have the right to assign this Agreement or sublicense the Marks and the other Licensed Property, in either case, in whole or in part, to any Person who succeeds to Licensee's interest as lessee of all or any portion of the Premises, provided that such assignee, sublicensee or successor agrees in writing to be bound by all of the terms and conditions of this Agreement. Licensee's obligations under Articles II and V, and Licensor's obligations under Article V, shall survive expiration of this Agreement or the License.

F. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America.

G. Non-Waiver. The failure of either party to exercise any right, power, or option available to it under this Agreement, or to insist upon strict compliance with the terms hereof, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by a party hereto of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies hereunder are cumulative to any other rights or remedies which may be granted by law.

H. Entire Agreement; Duly Authorized. This Agreement represents the entire understanding and agreement between Licensor and Licensee with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, Licensor and Licensee have hereunto set their hands and seals as of the day and year first above written.

Licensor:

WORLD TRADE CENTERS ASSOCIATION,
INC.

By: 
Name: Matthew Kleinknecht
Title: Vice President

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

Licensee:

2 WORLD TRADE CENTER LLC

By: 

Name: Michael Levy

Its: Senior Vice President

SILVERSTEIN WTC MGMT. CO. LLC

By: 

Name: Michael Levy

Its: Vice President

SILVERSTEIN WTC MGMT. CO. II LLC

By: 

Name: Michael Levy

Its: Vice President

EXHIBIT A

Downtown Buildings

- 7 World Trade Center
- One Liberty Plaza
- World Financial Center

Midtown Buildings

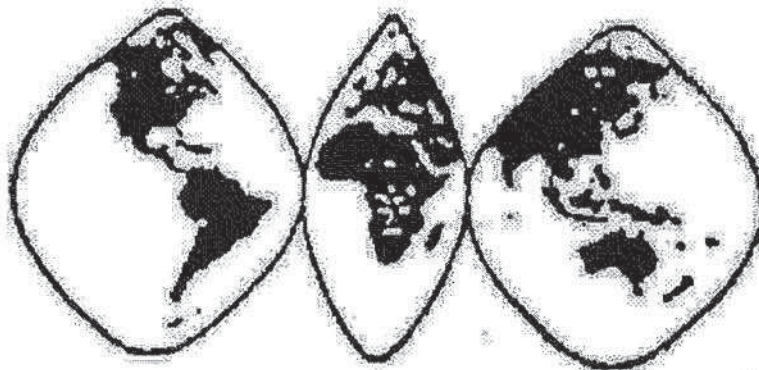
- One Bryant Park
- The new New York Times Building (8th Avenue between 40th and 41st Streets)

EXHIBIT B

WORLD TRADE CENTER, U.S. Reg. No. 1,469,489

WTC, U.S. Reg. No. 1,749,086

Map Design Logo Depiction, U.S. Reg. No. 1,011,720:



AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT (the "Agreement"), dated as of November 16, 2006 (the "Commencement Date") by and between WORLD TRADE CENTERS ASSOCIATION, INC., a Delaware corporation, having an office and place of business at 420 Lexington Avenue, Suite 518, New York, New York 10170 (hereinafter called the "Licensor"), and 3 WORLD TRADE CENTER LLC (f/k/a 5 WORLD TRADE CENTER LLC) ("Lessee"), SILVERSTEIN WTC MGMT. CO. LLC ("Property Manager One"), SILVERSTEIN WTC MGMT. CO. II LLC ("Property Manager Two"), all Delaware limited liability companies having an office and place of business c/o Silverstein Properties, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007 (Lessee, Property Manager One and Property Manager Two are sometimes collectively referred to herein as the "Licensee").

WITNESSETH, THAT:

WHEREAS, Licensor is an international organization committed to fostering the growth of global trade, having members throughout the world;

WHEREAS, the Port Authority (as hereinafter defined) and the Lessee entered into that certain Agreement of Lease dated as of July 16, 2001 with respect to a portion of that facility in New York City known as the World Trade Center (as the same has been amended prior to the date hereof, the "Original Lease");

WHEREAS, in connection with the execution of the Original Lease, the Licensor and the Licensee entered into that certain Trademark License Agreement dated as of July 24, 2001 (the "Original License");

WHEREAS, as a result of the terrorist attacks of September 11, 2001 all of the buildings, structures, and improvements then constituting the World Trade Center facility were destroyed;

WHEREAS, in view of the creation of a new facility in New York City which shall be known as the World Trade Center, the Port Authority and the Lessee are contemporaneously herewith entering into that certain Amended and Restated Agreement of Lease for a portion of that new facility in New York City known as the World Trade Center consisting of the Premises (as hereinafter defined), which lease shall amend and restate the Original Lease, for a term expiring on July 15, 2100 (the "Amended Lease");

WHEREAS, in connection with the execution of the Amended Lease, Licensee desires to license from Licensor and Licensor desires to license to Licensee the right to use certain Marks (as hereinafter defined) owned by Licensor in connection with the operation of the Premises, on certain terms and conditions more specifically set forth herein; and

WHEREAS, simultaneously herewith, Licensor is entering into other license agreements with (i) 2 World Trade Center LLC, Silverstein WTC Mgmt. Co. LLC and Silverstein WTC Mgmt. Co. II LLC, and (ii) 4 World Trade Center LLC, Silverstein WTC

Mgmt. Co. LLC and Silverstein WTC Mgmt. Co. II LLC, which license agreements are substantially in the form of this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements of the parties hereto, Licensors and Licensee hereby covenant and agree as follows:

The Original License is hereby continued in full force and effect and amended, restated and superseded in its entirety as follows:

I. ARTICLE - DEFINITIONS

A. Certain Definitions - For all purposes of this Agreement, the following terms shall have the following meanings:

1. "Agreement" shall have the meaning provided in the Preamble.
2. "Amended Lease" shall have the meaning provided in the Recitals.
3. "Closing Date" shall mean the Commencement Date.
4. "Comparable Buildings" shall mean those buildings more particularly set forth on Exhibit A attached hereto.
5. "Commencement Date" shall have the meaning provided in the Preamble.
6. "Lessee" shall have the meaning provided in the Preamble.
7. "License Term" shall have the meaning provided in Section III.A.
8. "Licensed Property" shall mean and be limited solely to the Marks and the Registrations (as defined below).
9. "License" shall have the meaning provided in Section II.B.
10. "Licensee" shall have the meaning provided in the Preamble.
11. "Licensor" shall have the meaning provided in the Preamble.
12. "Marks" shall mean the terms and/or designations (including word marks, logo marks, and names, as appropriate) "WORLD TRADE CENTER", "WTC", and the Map Design Logo (as depicted in Exhibit B), and any and all other terms and/or designations owned by Licensor at the Commencement Date or thereafter (as the case may be) and made hereafter a part of this Agreement by adding same, pursuant to written agreement between the parties, to the terms and/or designations initially licensed for use.
13. "Non-Stylized Form" shall mean any representation solely in upper case letters, or with initially capitalized letters, in any standard typeface or font (including a cursive typeface or font).

14. "Notice" shall have the meaning provided in Section VII.A.
15. "Original Lease" shall have the meaning provided in the Recitals.
16. "Original License" shall have the meaning provided in the Recitals.
17. "Person" shall mean and include an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof, and the Port Authority.
18. "Port Authority" shall mean The Port Authority of New York and New Jersey, a body corporate and politic, created by compact between the States of New York and New Jersey with the consent of the Congress of the United States.
19. "Premises" shall have the meaning provided in the Amended Lease. The parties acknowledge that the Premises consists of that portion of the World Trade Center to be known and designated as Three World Trade Center or Tower T-3.
20. "Property Manager One" shall have the meaning provided in the Preamble.
21. "Property Manager Two" shall have the meaning provided in the Preamble.
22. "Registration(s)" shall mean any and all registrations of any of the Marks and applications therefor owned by Licensor which may subsist or be pending at any time during the License Term.

II. ARTICLE - LICENSE

A. Ownership of Licensed Property

1. Licensee acknowledges and agrees that all right, title and interest in and to all of the Licensed Property and all goodwill of the business symbolized by the Marks is and shall at all times be owned solely and exclusively by Licensor, its successors and assigns and that nothing in this Agreement shall give Licensee any right, title, or interest in any of the Licensed Property, other than the limited, non-exclusive right to use the Marks for the License Term, subject to the terms and conditions of this Agreement. In consequence of Licensor's ownership of the Licensed Property and said goodwill, Licensee shall not initiate or undertake any acts inconsistent with such ownership.

2. Licensee further acknowledges and agrees that all use of the Marks by Licensee shall be on behalf of and shall inure solely and exclusively to the benefit of Licensor insofar as the ownership of and rights in and to the Licensed Property, and the goodwill of the business symbolized thereby are concerned.

B. Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts a royalty-free, fully paid-up, worldwide non-exclusive license ("License") to use the Marks (i) in connection with the Premises, including but not limited to operating, promoting, advertising, identifying (including but not limited to in directories and on signage) and maintaining the Premises under the Marks, and (ii) in the corporate name "3 World Trade Center" (f/k/a "5 World Trade Center LLC"), "World Trade Center Properties LLC," "Silverstein WTC Properties LLC," and "Silverstein WTC LLC" it being understood that, subject to the license rights of the Port Authority and those in privity with it under the Marks, Licensor shall not be granting licenses to use the Marks to denote properties in New York City other than (i) the Premises or (ii) other parts of the facility in New York City currently known as the World Trade Center.

Licensee shall:

- (1) use the marks "WORLD TRADE CENTER" and "WTC" only in Non-Stylized Form or in such stylized form as may be approved in writing by Licensor or as was used by Licensor or Licensee in connection with the Premises prior to or as of the Commencement Date (as the case may be); or as hereafter agreed upon in writing by the parties;
- (2) not affix or purport to authorize the affixation of the Marks or any of them to any goods for commercial distribution (or for non-commercial distribution in more than limited quantities), unless and until Licensee has submitted a specimen of such goods to Licensor in advance of its use for Licensor's written consent, and Licensor has given such written consent, not to be unreasonably withheld or delayed, provided that once Licensor has approved a type of good, no specimen thereof will need to be resubmitted unless and until Licensee makes a material modification thereto (and further provided that Licensee may affix the marks "WORLD TRADE CENTER" and "WTC" in the Non-Stylized Form to brochures and all printed or electronic materials relating to the normal business operation, promotion, or advertising of any portion of the Premises);
- (3) not use the Marks in connection with the advertising, sale or promotion of any facility other than the Premises, it being understood, however, that Licensee may use the Marks in a factually accurate manner in such advertising, sale or promotion to denote the Premises even in connection with materials that include references to other properties;
- (4) not use the Marks or any colorable imitation thereof as a mark or in any other way (other than fair use as understood under the Lanham Act) subsequent to the License Term;

- (5) not use the Marks in combination or conjunction with any other term or device without securing the prior written consent of Licensor, which consent shall not be unreasonably withheld; provided, however, that Licensor expressly consents herein to use of the words or Arabic numbers "3", "T-3," and "Three" in connection with the words WORLD TRADE CENTER or WTC; and
- (6) not use any of the Marks in a manner that will genericize, dilute or otherwise damage, any of the Marks and/or the goodwill associated therewith.

C. Reservation of Rights Not Licensed

1. The rights granted to Licensee in the Licensed Property are limited in time and substantive scope solely to the express terms of the non-exclusive License granted under this Agreement. All rights not expressly licensed pursuant to Section II.B above are expressly reserved to Licensor. Licensee shall use the Licensed Property only insofar as permitted under the License (including without limitation using the Licensed Property beyond the express terms of the license grant in Section II.B only with the written pre-approval of Licensor).

2. Without limiting the generality of Section II.C.1 above, nothing in this Agreement shall be construed to authorize Licensee to use or purport to authorize use of any of the Licensed Property in connection with any facility, business, or enterprise, other than the Premises.

D. Enforcement of Licensed Rights. As between Licensor and Licensee, Licensor has and shall continue to have for the License Term the exclusive initial right and option (but not the obligation) to initiate and control any litigation or other proceeding or action taken involving any of the Marks (whether or not in combination with one or more other words or devices) or any colorable imitation thereof at the sole discretion of Licensor. Unless such enforcement is against Licensee, the expenses of any such enforcement, including proceedings relating thereto, shall be paid by Licensor. Any and all recoveries from any lawsuit, other proceeding or action, or settlement shall go solely to Licensor; provided, however, that if (i) Licensor initiates such litigation, other proceeding or action at the written request of Licensee, Licensee shall pay Licensor's reasonable costs, attorneys' fees and other expenses in connection with such litigation, other proceeding or action, in accordance with typical cost, fee and expense levels for litigation of this type by firms of national reputation in New York City, U.S.A., or (ii) Licensor decides not to initiate such litigation, other proceeding or action, Licensee shall have the right, as between Licensor and Licensee, at Licensee's own cost and expense to initiate such litigation, other proceeding or action, provided that Licensee (x) obtains Licensor's prior written consent, not to be unreasonably withheld, and (y) consults with Licensor throughout regarding such litigation, proceeding, or action. In connection with subpart (i) above, Licensor shall reimburse Licensee for such costs, attorneys' fees and expenses paid by it to Licensor to the extent those items are covered by any monetary recovery received by Licensor as a result of the litigation, other proceeding or action, or settlement. As between Licensor and Licensee, Licensor shall have the sole and exclusive right of approval in its sole discretion to settle, compromise, or otherwise

deal with any dispute (other than one with Licensee) relating to any of the Marks; except for those disputes undertaken by Licensee pursuant to subpart (ii) above concerning which, as between Licensor and Licensee, Licensee shall have such right of approval in consultation with Licensor. Licensee agrees to notify Licensor promptly in writing of any actual or suspected infringement, dilution, unfair competition, or any form of damage or probable damage relating to the Marks by a third party which may come to its attention and Licensee further agrees upon the request of Licensor to assist Licensor, at the sole expense of Licensor, in enforcing any of the Marks against such party.

III. ARTICLE - TERM OF AGREEMENT

A. Term. The term of this Agreement (the "License Term") shall be for the term of the letting as set forth in Section 3 of the Amended Lease, which expires on July 15, 2100, and for any extension of such term in accordance with the terms of the lease such that said expiration is commensurately deferred; provided, however, that if the Amended Lease is terminated in accordance with its terms prior to either July 15, 2100 or the expiration of any extension of the Amended Lease term, as the case may be, then (a) from the time of such termination and thereafter Licensee shall immediately cease any use of the words or Arabic numbers "3", "Three" or "T-3" in connection with the words WORLD TRADE CENTER or WTC, in accordance with the terms set forth in this Agreement, and (b) this Agreement shall be deemed to have expired simultaneously with the termination of the Amended Lease term or the termination of any extension thereof, as the case may be, provided that Licensee shall, in the event of a termination as referred to in this item (b), nonetheless also comply with item (a) as set forth above in this paragraph.

B. Material Breach. Subject to Section VI.A hereof, in the event of any material breach of any provision hereof on the part of Licensee which remains uncured sixty (60) calendar days after Notice of the alleged breach is received by Licensee, Licensor may bring an action in law or in equity with respect to such breach. Licensor's exclusive remedies with respect to a breach of any provision of this Agreement shall be monetary damages and injunctive relief against such continued violation. Any such breach by Licensee shall be deemed a partial breach of this Agreement, and Licensor may not terminate this Agreement for such partial breach.

C. Cessation of Use. Licensee agrees to cease, immediately upon expiration of this Agreement, production of new materials which bear any of the Marks or any colorable imitation thereof. Notwithstanding Section II.B(4), for all use of the Marks or any colorable imitation thereof (other than fair use as understood under the Lanham Act) by or on behalf of Licensee which cannot with reasonable efforts be ceased coincident with the end of the License Term, within one hundred and eighty (180) days of expiration of this Agreement all such use of the Marks or any colorable imitation by or on behalf of Licensee shall be ceased, including, without limitation, any and all display, publication, and broadcasting of any of the Marks or any colorable imitation thereof or materials incorporating any of the Marks or any colorable imitation thereof.

IV. ARTICLE - QUALITY STANDARDS

A. Quality Standards. In addition to the other quality standards set forth herein, Licensor and Licensee agree that the quality of all services rendered under any of the Licensed Property shall be comparable in quality to the quality of services then prevailing in the Comparable Buildings, and all related advertising, promotional, and other materials or presentations displaying the Marks or any of them (including without limitation on-line or other electronic presentations) shall be comparable in quality to the advertising, promotional and other materials or presentations used in connection with the Comparable Buildings, and all of the foregoing shall conform in all respects to the obligations of Licensee under the then applicable provisions of the Lease Agreement. Licensee shall submit to Licensor, from time to time, upon request of Licensor, (i) samples sufficient to accurately show each of Licensee's uses of the Marks and (ii) detailed descriptions of any and all of the goods (subject to Section II.B.2) and services provided and activities conducted by Licensee in connection with the Marks.

B. Quality Maintenance

1. Licensee agrees:

- (1) to permit reasonable inspection of the operation of the Premises, and uses of the Licensed Property, during normal business hours and at reasonable intervals on not less than three (3) business days' notice; and
- (2) not to use or knowingly permit the use of the Premises or any portion thereof for any illegal purpose.

2. It is agreed that:

- (1) Licensor shall maintain any United States trademark registrations for the Marks and shall pursue the prosecution of United States trademark applications for the Marks subsisting or pending on the Commencement Date; and
- (2) Licensor shall file a United States application for registration of any of the Marks that may be added to the Licensed Property after the Commencement Date (but only insofar as such one or more of the added Marks is not already the subject of one or more United States registrations or applications for registration) pursuant to this Agreement and written amendments thereto between Licensor and Licensee; provided, however, that the party that proposes an addition as aforesaid to the Licensed Property shall bear the cost (including attorney fees) of filing each application occasioned by such addition, as well as prosecuting, defending (from opposition or other challenge) and maintaining such application(s) and any registration(s) based thereon.

V. ARTICLE - INDEMNIFICATION

A. Indemnification by Licensee. Except for any damages due to (i) the gross negligence or willful misconduct of Licensor or (ii) any claim challenging Licensor's ownership and/or Licensor's use of the Marks, Licensee agrees to and shall indemnify, defend, and hold harmless Licensor, as well as Licensor's officers, directors, and employees, from and against any and all damages of any nature or kind whatsoever, including without limitation reasonable attorneys' fees, liability, awards, costs, judgments, orders or decrees based on or arising out of any claim, suit, threat, cause of action, demand or proceeding arising out of Licensee's material breach of the terms of this Agreement, or out of any services or goods (subject to Section II.B.2) provided or activity conducted by Licensee or any servant, agent, or employee thereof under, otherwise in connection with, or as a result of any of the Licensed Property.

B. Indemnification by Licensor. Except for any damages due to the gross negligence or willful misconduct of Licensee, Licensor agrees to and shall indemnify, defend and hold harmless Licensee, as well as Licensee's officers, directors, and employees from and against any and all damages of any nature or kind whatsoever, including without limitation reasonable attorneys' fees, liability, awards, costs, judgments, orders or decrees based on or arising out of any claim, suit, threat, cause of action, demand or proceeding arising out of Licensor's material breach of the terms of this Agreement.

VI. ARTICLE - EQUITABLE REMEDIES

A. Injunctive Relief. Licensee acknowledges that the Registrations, the Marks and the goodwill associated therewith constitute a valuable property interest of Licensor and that Licensor would suffer substantial, irreparable damage and would be without adequate remedy at law in the event of use of any of the Licensed Property by or on behalf of Licensee other than in conformance with the terms and conditions of this Agreement. Accordingly, notwithstanding any cure rights set forth herein on behalf of Licensee or other remedies available to Licensor at law, Licensor shall be entitled to immediate injunctive relief against any infringement of any of Licensor's rights in any of the Licensed Property or any unauthorized use of any of the Marks, or any other part of the Licensed Property, or any colorable imitation of any of the foregoing, by or on behalf of Licensee, or if at any time Licensee fails to fulfill any of its obligations under Articles II, III, and IV of this Agreement; provided, however, that the foregoing shall be without prejudice to Licensee's defending against the same on the basis that no such infringement, unauthorized use, or failure has occurred.

VII. ARTICLE - MISCELLANEOUS

A. Notices. Each notice, demand, request, consent, approval, or other communication required or permitted hereunder ("Notice") shall be in writing, with a copy to the Port Authority, and shall be deemed to have been duly given and received if and only if (i) personally delivered with proof of delivery thereof (any Notice so delivered being deemed to have been received at the time delivered), (ii) sent by overnight mail, postage prepaid (any Notice so delivered being deemed to have been received at the time delivered), or (iii) transmitted by telecopier with confirmation of receipt (sender's confirmation of a successful transmission) (any Notice so sent being deemed to have been received on the date of

transmission, if a business day, or the first succeeding business day, subsequent thereto), addressed to the respective parties as follows:

if to Licensor:

World Trade Centers Association, Inc.
420 Lexington Avenue,
Suite 518
New York, NY 10170
Attention: Executive Vice President
Tel: (212) 432-2626
Fax: (212) 488-0064

if to Licensee:

c/o Silverstein Properties, Inc.
7 World Trade Center
250 Greenwich Street
New York, New York 10007
Attention: Mr. Larry Silverstein
Tel: (212) 551-7333
Fax: (212) 687-0067

with a copy to:

Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, New York 10038-4982
Attention: Karen Scanna, Esq.
Tel: (212) 806-5400
Fax: (212) 806-6006

with a copy of each Notice to the Port Authority:

The Port Authority of New York and New Jersey
225 Park Avenue South,
14th Floor
New York, New York 10003
Attention: General Counsel
Tel: (212) 435-6910
Fax: (212) 435-6913

with a copy to:

DLA Piper US LLP
1251 Avenue of the Americas
New York, NY 10020
Attention: Martin Polevoy
Tel: (212) 335-4610
Fax: (212) 884-8600

A party may designate by Notice in writing given to the other(s) in the manner herein specified a new or other address to which Notices shall thereafter be so given.

B. Construction and Application of Terms. This Agreement does not constitute Licensee as the agent or representative of Licensor for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created. All designations of time herein contained shall refer to the time system then officially in effect in the City of New York. This Agreement may not be amended except by a document signed by Licensor and Licensee, and in the case of an amendment to the provision in Section VII.A concerning Notice to the Port Authority or to this Section VII.B or Section VII.E, by the Port Authority also. This Agreement shall not alter the Port Authority's license rights under the Marks.

C. Consents; Approvals. Any written request for consent or approval hereunder shall be deemed granted if the party receiving such request does not deny such request in writing within thirty (30) days following receipt of such request.

D. Disclaimer. Nothing in this Agreement shall be deemed to constitute a warranty or representation by Licensor that any of the Licensed Property is available for use, or that use of any of the Licensed Property does not infringe the rights of one or more others. LICENSOR MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH RESPECT TO THE LICENSED PROPERTY.

E. Binding Effect; Successors and Assigns; Sublicensing; Survival. This Agreement shall be binding upon and inure to the benefit of Licensor's respective successors and assigns. Licensee may not assign, transfer, or convey (including by operation of law) this Agreement or sublicense the Marks or other Licensed Property to any Person without the prior written consent of Licensor; provided, however, that Licensee (and Licensee's permitted successors and assigns) shall have the right to assign this Agreement or sublicense the Marks and the other Licensed Property, in either case, in whole or in part, to any Person who succeeds to Licensee's interest as lessee of all or any portion of the Premises, provided that such assignee, sublicensee or successor agrees in writing to be bound by all of the terms and conditions of this Agreement. Licensee's obligations under Articles II and V, and Licensor's obligations under Article V, shall survive expiration of this Agreement or the License.

F. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America.

G. Non-Waiver. The failure of either party to exercise any right, power, or option available to it under this Agreement, or to insist upon strict compliance with the terms hereof, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by a party hereto of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies hereunder are cumulative to any other rights or remedies which may be granted by law.

H. Entire Agreement; Duly Authorized. This Agreement represents the entire understanding and agreement between Licensor and Licensee with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, Licensor and Licensee have hereunto set their hands and seals as of the day and year first above written.

Licensor:

WORLD TRADE CENTERS ASSOCIATION,
INC.

By: 

Name: Matthew Kleinknecht

Title: Vice President

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

Licensee:

3 WORLD TRADE CENTER LLC

By: 

Name: Michael Levy

Its: Senior Vice President

SILVERSTEIN WTC MGMT. CO. LLC

By: 

Name: Michael Levy

Its: Vice President

SILVERSTEIN WTC MGMT. CO. II LLC

By: 

Name: Michael Levy

Its: Vice President

EXHIBIT A

Downtown Buildings

- 7 World Trade Center
- One Liberty Plaza
- World Financial Center

Midtown Buildings

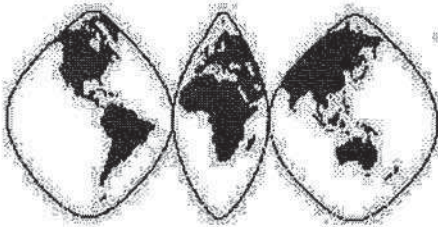
- One Bryant Park
- The new New York Times Building (8th Avenue between 40th and 41st Streets)

EXHIBIT B

WORLD TRADE CENTER, U.S. Reg. No. 1,469,489

WTC, U.S. Reg. No. 1,749,086

Map Design Logo Depiction, U.S. Reg. No. 1,011,720



AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT (the "Agreement"), dated as of November 16, 2006 (the "Commencement Date") by and between WORLD TRADE CENTERS ASSOCIATION, INC., a Delaware corporation, having an office and place of business at 420 Lexington Avenue, Suite 518, New York, New York 10170 (hereinafter called the "Licensor"), and 4 WORLD TRADE CENTER LLC ("Lessee"), SILVERSTEIN WTC MGMT. CO. LLC ("Property Manager One"), and SILVERSTEIN WTC MGMT. CO. II LLC ("Property Manager Two"), all Delaware limited liability companies having an office and place of business c/o Silverstein Properties, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007 (Lessee, Property Manager One and Property Manager Two are sometimes collectively referred to herein as the "Licensee").

WITNESSETH, THAT:

WHEREAS, Licensor is an international organization committed to fostering the growth of global trade, having members throughout the world;

WHEREAS, the Port Authority (as hereinafter defined) and the Lessee entered into that certain Agreement of Lease dated as of July 16, 2001 with respect to a portion of that facility in New York City known as the World Trade Center (as the same has been amended prior to the date hereof, the "Original Lease");

WHEREAS, in connection with the execution of the Original Lease, the Licensor and the Licensee entered into that certain Trademark License Agreement dated as of July 24, 2001 (the "Original License");

WHEREAS, as a result of the terrorist attacks of September 11, 2001 all of the buildings, structures, and improvements then constituting the World Trade Center facility were destroyed;

WHEREAS, in view of the creation of a new facility in New York City which shall be known as the World Trade Center, the Port Authority and the Lessee are contemporaneously herewith entering into that certain Amended and Restated Agreement of Lease for a portion of that new facility in New York City known as the World Trade Center consisting of the Premises (as hereinafter defined), which lease shall amend and restate the Original Lease, for a term expiring on July 15, 2100 (the "Amended Lease");

WHEREAS, in connection with the execution of the Amended Lease, Licensee desires to license from Licensor and Licensor desires to license to Licensee the right to use certain Marks (as hereinafter defined) owned by Licensor in connection with the operation of the Premises, on certain terms and conditions more specifically set forth herein; and

WHEREAS, simultaneously herewith, Licensor is entering into other license agreements with (i) 2 World Trade Center LLC, Silverstein WTC Mgmt. Co. LLC and Silverstein WTC Mgmt. Co. II LLC, and (ii) 3 World Trade Center LLC f/k/a 5 World Trade Center LLC, Silverstein WTC Mgmt. Co. LLC and Silverstein WTC Mgmt. Co. II LLC, which license agreements are substantially in the form of this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements of the parties hereto, Licensors and Licensees hereby covenant and agree as follows:

The Original License is hereby continued in full force and effect and amended, restated and superseded in its entirety as follows:

I. ARTICLE - DEFINITIONS

A. Certain Definitions - For all purposes of this Agreement, the following terms shall have the following meanings:

1. "Agreement" shall have the meaning provided in the Preamble.
2. "Amended Lease" shall have the meaning provided in the Recitals.
3. "Closing Date" shall mean the Commencement Date.
4. "Comparable Buildings" shall mean those buildings more particularly set forth on Exhibit A attached hereto.
5. "Commencement Date" shall have the meaning provided in the Preamble.
6. "Lessee" shall have the meaning provided in the Preamble.
7. "License Term" shall have the meaning provided in Section III.A.
8. "Licensed Property" shall mean and be limited solely to the Marks and the Registrations (as defined below).
9. "License" shall have the meaning provided in Section II.B.
10. "Licensee" shall have the meaning provided in the Preamble.
11. "Licensor" shall have the meaning provided in the Preamble.
12. "Marks" shall mean the terms and/or designations (including word marks, logo marks, and names, as appropriate) "WORLD TRADE CENTER", "WTC", and the Map Design Logo (as depicted in Exhibit B), and any and all other terms and/or designations owned by Licensor at the Commencement Date or thereafter (as the case may be) and made hereafter a part of this Agreement by adding same, pursuant to written agreement between the parties, to the terms and/or designations initially licensed for use.
13. "Non-Stylized Form" shall mean any representation solely in upper case letters, or with initially capitalized letters, in any standard typeface or font (including a cursive typeface or font).
14. "Notice" shall have the meaning provided in Section VII.A.
15. "Original Lease" shall have the meaning provided in the Recitals.

16. "Original License" shall have the meaning provided in the Recitals.

17. "Person" shall mean and include an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof, and the Port Authority.

18. "Port Authority" shall mean The Port Authority of New York and New Jersey, a body corporate and politic, created by compact between the States of New York and New Jersey with the consent of the Congress of the United States.

19. "Premises" shall have the meaning provided in the Amended Lease. The parties acknowledge that the Premises consists of that portion of the World Trade Center to be known and designated as Four World Trade Center or Tower T-4.

20. "Property Manager One" shall have the meaning provided in the Preamble.

21. "Property Manager Two" shall have the meaning provided in the Preamble.

22. "Registration(s)" shall mean any and all registrations of any of the Marks and applications therefor owned by Licensor which may subsist or be pending at any time during the License Term.

II. ARTICLE - LICENSE

A. Ownership of Licensed Property

1. Licensee acknowledges and agrees that all right, title and interest in and to all of the Licensed Property and all goodwill of the business symbolized by the Marks is and shall at all times be owned solely and exclusively by Licensor, its successors and assigns and that nothing in this Agreement shall give Licensee any right, title, or interest in any of the Licensed Property, other than the limited, non-exclusive right to use the Marks for the License Term, subject to the terms and conditions of this Agreement. In consequence of Licensor's ownership of the Licensed Property and said goodwill, Licensee shall not initiate or undertake any acts inconsistent with such ownership.

2. Licensee further acknowledges and agrees that all use of the Marks by Licensee shall be on behalf of and shall inure solely and exclusively to the benefit of Licensor insofar as the ownership of and rights in and to the Licensed Property, and the goodwill of the business symbolized thereby are concerned.

B. Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts a royalty-free, fully paid-up, worldwide non-exclusive license ("License") to use the Marks (i) in connection with the Premises, including but not limited to operating, promoting, advertising, identifying (including but not limited to in directories and on signage) and maintaining the Premises under the Marks,

and (ii) in the corporate name "4 World Trade Center LLC," "World Trade Center Properties LLC," "Silverstein WTC Properties LLC," and "Silverstein WTC LLC" it being understood that, subject to the license rights of the Port Authority and those in privity with it under the Marks, Licensor shall not be granting licenses to use the Marks to denote properties in New York City other than (i) the Premises or (ii) other parts of the facility in New York City currently known as the World Trade Center.

Licensee shall:

- (1) use the marks "WORLD TRADE CENTER" and "WTC" only in Non-Stylized Form or in such stylized form as may be approved in writing by Licensor or as was used by Licensor or Licensee in connection with the Premises prior to or as of the Commencement Date (as the case may be); or as hereafter agreed upon in writing by the parties;
- (2) not affix or purport to authorize the affixation of the Marks or any of them to any goods for commercial distribution (or for non-commercial distribution in more than limited quantities), unless and until Licensee has submitted a specimen of such goods to Licensor in advance of its use for Licensor's written consent, and Licensor has given such written consent, not to be unreasonably withheld or delayed, provided that once Licensor has approved a type of good, no specimen thereof will need to be resubmitted unless and until Licensee makes a material modification thereto (and further provided that Licensee may affix the marks "WORLD TRADE CENTER" and "WTC" in the Non-Stylized Form to brochures and all printed or electronic materials relating to the normal business operation, promotion, or advertising of any portion of the Premises);
- (3) not use the Marks in connection with the advertising, sale or promotion of any facility other than the Premises, it being understood, however, that Licensee may use the Marks in a factually accurate manner in such advertising, sale or promotion to denote the Premises even in connection with materials that include references to other properties;
- (4) not use the Marks or any colorable imitation thereof as a mark or in any other way (other than fair use as understood under the Lanham Act) subsequent to the License Term;
- (5) not use the Marks in combination or conjunction with any other term or device without securing the prior written consent of Licensor, which consent shall not be unreasonably withheld; provided, however, that Licensor expressly consents herein to use of the words or Arabic numbers "4," "T-4," and "Four" in

connection with the words WORLD TRADE CENTER or WTC;
and

- (6) not use any of the Marks in a manner that will genericize, dilute or otherwise damage, any of the Marks and/or the goodwill associated therewith.

C. Reservation of Rights Not Licensed

1. The rights granted to Licensee in the Licensed Property are limited in time and substantive scope solely to the express terms of the non-exclusive License granted under this Agreement. All rights not expressly licensed pursuant to Section II.B above are expressly reserved to Licensor. Licensee shall use the Licensed Property only insofar as permitted under the License (including without limitation using the Licensed Property beyond the express terms of the license grant in Section II.B only with the written pre-approval of Licensor).

2. Without limiting the generality of Section II.C.1 above, nothing in this Agreement shall be construed to authorize Licensee to use or purport to authorize use of any of the Licensed Property in connection with any facility, business, or enterprise, other than the Premises.

D. Enforcement of Licensed Rights. As between Licensor and Licensee, Licensor has and shall continue to have for the License Term the exclusive initial right and option (but not the obligation) to initiate and control any litigation or other proceeding or action taken involving any of the Marks (whether or not in combination with one or more other words or devices) or any colorable imitation thereof at the sole discretion of Licensor. Unless such enforcement is against Licensee, the expenses of any such enforcement, including proceedings relating thereto, shall be paid by Licensor. Any and all recoveries from any lawsuit, other proceeding or action, or settlement shall go solely to Licensor; provided, however, that if (i) Licensor initiates such litigation, other proceeding or action at the written request of Licensee, Licensee shall pay Licensor's reasonable costs, attorneys' fees and other expenses in connection with such litigation, other proceeding or action, in accordance with typical cost, fee and expense levels for litigation of this type by firms of national reputation in New York City, U.S.A., or (ii) Licensor decides not to initiate such litigation, other proceeding or action, Licensee shall have the right, as between Licensor and Licensee, at Licensee's own cost and expense to initiate such litigation, other proceeding or action, provided that Licensee (x) obtains Licensor's prior written consent, not to be unreasonably withheld, and (y) consults with Licensor throughout regarding such litigation, proceeding, or action. In connection with subpart (i) above, Licensor shall reimburse Licensee for such costs, attorneys' fees and expenses paid by it to Licensor to the extent those items are covered by any monetary recovery received by Licensor as a result of the litigation, other proceeding or action, or settlement. As between Licensor and Licensee, Licensor shall have the sole and exclusive right of approval in its sole discretion to settle, compromise, or otherwise deal with any dispute (other than one with Licensee) relating to any of the Marks; except for those disputes undertaken by Licensee pursuant to subpart (ii) above concerning which, as between Licensor and Licensee, Licensee shall have such right of approval in consultation with Licensor. Licensee agrees to notify Licensor promptly in writing of any actual or suspected infringement, dilution, unfair competition, or any form of damage or probable damage relating to

the Marks by a third party which may come to its attention and Licensee further agrees upon the request of Licensor to assist Licensor, at the sole expense of Licensor, in enforcing any of the Marks against such party.

III. ARTICLE - TERM OF AGREEMENT

A. Term. The term of this Agreement (the "License Term") shall be for the term of the letting as set forth in Section 3 of the Amended Lease, which expires on July 15, 2100, and for any extension of such term in accordance with the terms of the lease such that said expiration is commensurately deferred; provided, however, that if the Amended Lease is terminated in accordance with its terms prior to either July 15, 2100 or the expiration of any extension of the Amended Lease term, as the case may be, then (a) from the time of such termination and thereafter Licensee shall immediately cease any use of the words or Arabic numbers "4", "Four" or "T-4" in connection with the words WORLD TRADE CENTER or WTC, in accordance with the terms set forth in this Agreement, and (b) this Agreement shall be deemed to have expired simultaneously with the termination of the Amended Lease term or the termination of any extension thereof, as the case may be, provided that Licensee shall, in the event of a termination as referred to in this item (b), nonetheless also comply with item (a) as set forth above in this paragraph.

B. Material Breach. Subject to Section VI.A hereof, in the event of any material breach of any provision hereof on the part of Licensee which remains uncured sixty (60) calendar days after Notice of the alleged breach is received by Licensee, Licensor may bring an action in law or in equity with respect to such breach. Licensor's exclusive remedies with respect to a breach of any provision of this Agreement shall be monetary damages and injunctive relief against such continued violation. Any such breach by Licensee shall be deemed a partial breach of this Agreement, and Licensor may not terminate this Agreement for such partial breach.

C. Cessation of Use. Licensee agrees to cease, immediately upon expiration of this Agreement, production of new materials which bear any of the Marks or any colorable imitation thereof. Notwithstanding Section II.B(4), for all use of the Marks or any colorable imitation thereof (other than fair use as understood under the Lanham Act) by or on behalf of Licensee which cannot with reasonable efforts be ceased coincident with the end of the License Term, within one hundred and eighty (180) days of expiration of this Agreement all such use of the Marks or any colorable imitation by or on behalf of Licensee shall be ceased, including, without limitation, any and all display, publication, and broadcasting of any of the Marks or any colorable imitation thereof or materials incorporating any of the Marks or any colorable imitation thereof.

IV. ARTICLE - QUALITY STANDARDS

A. Quality Standards. In addition to the other quality standards set forth herein, Licensor and Licensee agree that the quality of all services rendered under any of the Licensed Property shall be comparable in quality to the quality of services then prevailing in the Comparable Buildings, and all related advertising, promotional, and other materials or presentations displaying the Marks or any of them (including without limitation on-line or other electronic presentations) shall be comparable in quality to the advertising, promotional and other

materials or presentations used in connection with the Comparable Buildings, and all of the foregoing shall conform in all respects to the obligations of Licensee under the then applicable provisions of the Lease Agreement. Licensee shall submit to Licensor, from time to time, upon request of Licensor, (i) samples sufficient to accurately show each of Licensee's uses of the Marks and (ii) detailed descriptions of any and all of the goods (subject to Section II.B.2) and services provided and activities conducted by Licensee in connection with the Marks.

B. Quality Maintenance

1. Licensee agrees:

- (1) to permit reasonable inspection of the operation of the Premises, and uses of the Licensed Property, during normal business hours and at reasonable intervals on not less than three (3) business days' notice; and
- (2) not to use or knowingly permit the use of the Premises or any portion thereof for any illegal purpose.

2. It is agreed that:

- (1) Licensor shall maintain any United States trademark registrations for the Marks and shall pursue the prosecution of United States trademark applications for the Marks subsisting or pending on the Commencement Date; and
- (2) Licensor shall file a United States application for registration of any of the Marks that may be added to the Licensed Property after the Commencement Date (but only insofar as such one or more of the added Marks is not already the subject of one or more United States registrations or applications for registration) pursuant to this Agreement and written amendments thereto between Licensor and Licensee; provided, however, that the party that proposes an addition as aforesaid to the Licensed Property shall bear the cost (including attorney fees) of filing each application occasioned by such addition, as well as prosecuting, defending (from opposition or other challenge) and maintaining such application(s) and any registration(s) based thereon.

V. ARTICLE - INDEMNIFICATION

A. Indemnification by Licensee. Except for any damages due to (i) the gross negligence or willful misconduct of Licensor or (ii) any claim challenging Licensor's ownership and/or Licensor's use of the Marks, Licensee agrees to and shall indemnify, defend, and hold harmless Licensor, as well as Licensor's officers, directors, and employees, from and against any and all damages of any nature or kind whatsoever, including without limitation reasonable attorneys' fees, liability, awards, costs, judgments, orders or decrees based on or arising out of any claim, suit, threat, cause of action, demand or proceeding arising out of Licensee's material

breach of the terms of this Agreement, or out of any services or goods (subject to Section II.B.2) provided or activity conducted by Licensee or any servant, agent, or employee thereof under, otherwise in connection with, or as a result of any of the Licensed Property.

B. Indemnification by Licensor. Except for any damages due to the gross negligence or willful misconduct of Licensee, Licensor agrees to and shall indemnify, defend and hold harmless Licensee, as well as Licensee's officers, directors, and employees from and against any and all damages of any nature or kind whatsoever, including without limitation reasonable attorneys' fees, liability, awards, costs, judgments, orders or decrees based on or arising out of any claim, suit, threat, cause of action, demand or proceeding arising out of Licensor's material breach of the terms of this Agreement.

VI. ARTICLE - EQUITABLE REMEDIES

A. Injunctive Relief. Licensee acknowledges that the Registrations, the Marks and the goodwill associated therewith constitute a valuable property interest of Licensor and that Licensor would suffer substantial, irreparable damage and would be without adequate remedy at law in the event of use of any of the Licensed Property by or on behalf of Licensee other than in conformance with the terms and conditions of this Agreement. Accordingly, notwithstanding any cure rights set forth herein on behalf of Licensee or other remedies available to Licensor at law, Licensor shall be entitled to immediate injunctive relief against any infringement of any of Licensor's rights in any of the Licensed Property or any unauthorized use of any of the Marks, or any other part of the Licensed Property, or any colorable imitation of any of the foregoing, by or on behalf of Licensee, or if at any time Licensee fails to fulfill any of its obligations under Articles II, III, and IV of this Agreement; provided, however, that the foregoing shall be without prejudice to Licensee's defending against the same on the basis that no such infringement, unauthorized use, or failure has occurred.

VII. ARTICLE - MISCELLANEOUS

A. Notices. Each notice, demand, request, consent, approval, or other communication required or permitted hereunder ("Notice") shall be in writing, with a copy to the Port Authority, and shall be deemed to have been duly given and received if and only if (i) personally delivered with proof of delivery thereof (any Notice so delivered being deemed to have been received at the time delivered), (ii) sent by overnight mail, postage prepaid (any Notice so delivered being deemed to have been received at the time delivered), or (iii) transmitted by telecopier with confirmation of receipt (sender's confirmation of a successful transmission) (any Notice so sent being deemed to have been received on the date of transmission, if a business day, or the first succeeding business day, subsequent thereto), addressed to the respective parties as follows:

if to Licensor:

World Trade Centers Association, Inc.
420 Lexington Avenue,
Suite 518
New York, NY 10170
Attention: Executive Vice President
Tel: (212) 432-2626

Fax: (212) 488-0064

if to Licensee:

c/o Silverstein Properties, Inc.
7 World Trade Center
250 Greenwich Street
New York, New York 10007
Attention: Mr. Larry Silverstein
Tel: (212) 551-7333
Fax: (212) 687-0067

with a copy to:

Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, New York 10038-4982
Attention: Karen Scanna, Esq.
Tel: (212) 806-5400
Fax: (212) 806-6006

with a copy of each Notice to the Port Authority:

The Port Authority of New York and New Jersey
225 Park Avenue South,
14th Floor
New York, New York 10003
Attention: General Counsel
Tel: (212) 435-6910
Fax: (212) 435-6913

with a copy to:

DLA Piper US LLP
1251 Avenue of the Americas
New York, NY 10020
Attention: Martin Polevoy
Tel: (212) 335-4610
Fax: (212) 884-8600

A party may designate by Notice in writing given to the other(s) in the manner herein specified a new or other address to which Notices shall thereafter be so given.

B. Construction and Application of Terms. This Agreement does not constitute Licensee as the agent or representative of Licensor for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created. All designations of time herein contained shall refer to the time system then officially in effect in the City of New York. This Agreement may not be amended except by a document signed by Licensor and Licensee, and in the case of an amendment to the provision in Section VII.A concerning Notice to the Port Authority or to

this Section VII.B or Section VII.E, by the Port Authority also. This Agreement shall not alter the Port Authority's license rights under the Marks.

C. Consents; Approvals. Any written request for consent or approval hereunder shall be deemed granted if the party receiving such request does not deny such request in writing within thirty (30) days following receipt of such request.

D. Disclaimer. Nothing in this Agreement shall be deemed to constitute a warranty or representation by Licensor that any of the Licensed Property is available for use, or that use of any of the Licensed Property does not infringe the rights of one or more others. LICENSOR MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH RESPECT TO THE LICENSED PROPERTY.

E. Binding Effect; Successors and Assigns; Sublicensing; Survival. This Agreement shall be binding upon and inure to the benefit of Licensor's respective successors and assigns. Licensee may not assign, transfer, or convey (including by operation of law) this Agreement or sublicense the Marks or other Licensed Property to any Person without the prior written consent of Licensor; provided, however, that Licensee (and Licensee's permitted successors and assigns) shall have the right to assign this Agreement or sublicense the Marks and the other Licensed Property, in either case, in whole or in part, to any Person who succeeds to Licensee's interest as lessee of all or any portion of the Premises, provided that such assignee, sublicensee or successor agrees in writing to be bound by all of the terms and conditions of this Agreement. Licensee's obligations under Articles II and V, and Licensor's obligations under Article V, shall survive expiration of this Agreement or the License.

F. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America.

G. Non-Waiver. The failure of either party to exercise any right, power, or option available to it under this Agreement, or to insist upon strict compliance with the terms hereof, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by a party hereto of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies hereunder are cumulative to any other rights or remedies which may be granted by law.

H. Entire Agreement; Duly Authorized. This Agreement represents the entire understanding and agreement between Licensor and Licensee with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, Licensor and Licensee have hereunto set their hands and seals as of the day and year first above written.

Licensor:

WORLD TRADE CENTERS ASSOCIATION,
INC.

By: 

Name: Matthew Kleinknecht

Title: Vice President

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

Licensee:

4 WORLD TRADE CENTER LLC

By: 

Name: Michael Levy

Its: Senior Vice President

SILVERSTEIN WTC MGMT. CO. II LLC

By: 

Name: Michael Levy

Its: Vice President

SILVERSTEIN WTC MGMT. CO. LLC

By: 

Name: Michael Levy

Its: Vice President

EXHIBIT A

Downtown Buildings

- 7 World Trade Center
- One Liberty Plaza
- World Financial Center

Midtown Buildings

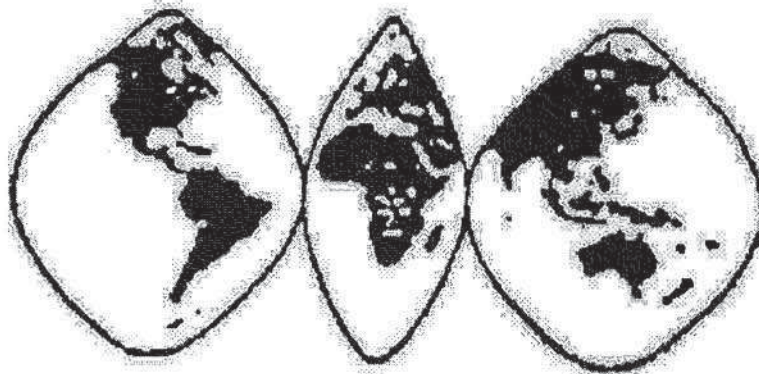
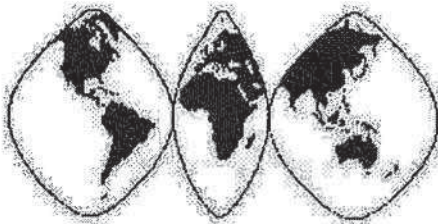
- One Bryant Park
- The new New York Times Building (8th Avenue between 40th and 41st Streets)

EXHIBIT B

WORLD TRADE CENTER, U.S. Reg. No. 1,469,489

WTC, U.S. Reg. No. 1,749,086

Map Design Logo Depiction, U.S. Reg. No. 1,011,720:



AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT (the "Agreement"), dated as of November 16, 2006 (the "Commencement Date") by and between WORLD TRADE CENTERS ASSOCIATION, INC., a Delaware corporation, having an office and place of business at 420 Lexington Avenue, Suite 518, New York, New York 10170 (hereinafter called the "Licensor"), and WTC RETAIL LLC (f/k/a Westfield WTC LLC), a Delaware limited liability company having an office and place of business c/o The Port Authority of New York and New Jersey, 225 Park Avenue South, New York, New York 10003 (hereinafter called the "Licensee").

WITNESSETH, THAT:

WHEREAS, Licensor is an international organization committed to fostering the growth of global trade, having members throughout the world;

WHEREAS, the Port Authority (as hereinafter defined) and the Licensee entered into that certain Agreement of Lease dated as of July 16, 2001 with respect to a portion of that facility in New York City known as the World Trade Center (as the same has been amended prior to the date hereof, the "Original Lease");

WHEREAS, in connection with the execution of the Original Lease, the Licensor and the Licensee entered into that certain Trademark License Agreement dated as of July 24, 2001 (the "Original License");

WHEREAS, as a result of the terrorist attacks of September 11, 2001 all of the buildings, structures, and improvements then constituting the World Trade Center facility were destroyed;

WHEREAS, in view of the creation of a new facility in New York City which shall be known as the World Trade Center, the Port Authority and the Lessee are contemporaneously herewith entering into that certain Amended and Restated Agreement of Lease for a portion of that new facility in New York City known as the World Trade Center consisting of the Premises (as hereinafter defined), which lease shall amend and restate the Original Lease, for a term expiring on July 15, 2100 (the "Amended Lease");

WHEREAS, in connection with the execution of the Amended Lease, Licensee desires to license from Licensor and Licensor desires to license to Licensee the right to use certain Marks (as hereinafter defined) owned by Licensor in connection with the operation of the Premises, on certain terms and conditions more specifically set forth herein; and

WHEREAS, simultaneously herewith, Licensor is entering into another license agreement with 1 World Trade Center LLC, which license agreement is substantially in the form of this Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements of the parties hereto, Licensor and Licensee hereby covenant and agree as follows:

The Original License is hereby continued in full force and effect and amended, restated and superseded in its entirety as follows:

I. ARTICLE - DEFINITIONS

A. Certain Definitions - For all purposes of this Agreement, the following terms shall have the following meanings:

1. "Agreement" shall have the meaning provided in the Preamble.
2. "Amended Lease" shall have the meaning provided in the Recitals.
3. "Closing Date" shall mean the Commencement Date.
4. "Comparable Buildings" shall mean those buildings more particularly set forth on Exhibit A attached hereto.
5. "Commencement Date" shall have the meaning provided in the Preamble.
6. "License Term" shall have the meaning provided in Section III.A.
7. "Licensed Property" shall mean and be limited solely to the Marks and the Registrations (as defined below).
8. "License" shall have the meaning provided in Section II.B.
9. "Licensee" shall have the meaning provided in the Preamble.
10. "Licensor" shall have the meaning provided in the Preamble.
11. "Marks" shall mean the terms and/or designations (including word marks, logo marks, and names, as appropriate) "WORLD TRADE CENTER", "WTC", and the Map Design Logo (as depicted in Exhibit B), and any and all other terms and/or designations owned by Licensor at the Commencement Date or thereafter (as the case may be) and made hereafter a part of this Agreement by adding same, pursuant to written agreement between the parties, to the terms and/or designations initially licensed for use.
12. "Non-Stylized Form" shall mean any representation solely in upper case letters, or with initially capitalized letters, in any standard typeface or font (including a cursive typeface or font).
13. "Notice" shall have the meaning provided in Section VII.A.
14. "Original Lease" shall have the meaning provided in the Recitals.
15. "Original License" shall have the meaning provided in the Recitals.
16. "Person" shall mean and include an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal,

state, county or municipal government or any bureau, department, authority or agency thereof, and the Port Authority.

17. "Port Authority" shall mean The Port Authority of New York and New Jersey, a body corporate and politic, created by compact between the States of New York and New Jersey with the consent of the Congress of the United States.

18. "Premises" shall have the meaning provided in the Amended Lease. The parties acknowledge that the Premises consists of those portions of the World Trade Center to be known and designated as the retail portions thereof.

19. "Registration(s)" shall mean any and all registrations of any of the Marks and applications therefor owned by Licensor which may subsist or be pending at any time during the License Term.

II. ARTICLE - LICENSE

A. Ownership of Licensed Property

1. Licensee acknowledges and agrees that all right, title and interest in and to all of the Licensed Property and all goodwill of the business symbolized by the Marks is and shall at all times be owned solely and exclusively by Licensor, its successors and assigns and that nothing in this Agreement shall give Licensee any right, title, or interest in any of the Licensed Property, other than the limited, non-exclusive right to use the Marks for the License Term, subject to the terms and conditions of this Agreement. In consequence of Licensor's ownership of the Licensed Property and said goodwill, Licensee shall not initiate or undertake any acts inconsistent with such ownership.

2. Licensee further acknowledges and agrees that all use of the Marks by Licensee shall be on behalf of and shall inure solely and exclusively to the benefit of Licensor insofar as the ownership of and rights in and to the Licensed Property, and the goodwill of the business symbolized thereby are concerned.

B. Grant of Non-Exclusive License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts a royalty-free, fully paid-up, worldwide non-exclusive license ("License") to use the Marks (i) in connection with the Premises, including but not limited to operating, promoting, advertising, identifying (including but not limited to in directories and on signage) and maintaining the Premises under the Marks, and (ii) in the corporate name "WTC Retail LLC," it being understood that, subject to the license rights of the Port Authority and those in privity with it under the Marks, Licensor shall not be granting licenses to use the Marks to denote properties in New York City other than (i) the Premises or (ii) other parts of the facility in New York City currently known as the World Trade Center.

Licensee shall:

- (1) use the marks "WORLD TRADE CENTER" and "WTC" only in Non-Styled Form or in such stylized form as may be approved in

writing by Licensor or as was used by Licensor or Licensee in connection with the Premises prior to or as of the Commencement Date (as the case may be); or as hereafter agreed upon in writing by the parties;

- (2) not affix or purport to authorize the affixation of the Marks or any of them to any goods for commercial distribution (or for non-commercial distribution in more than limited quantities), unless and until Licensee has submitted a specimen of such goods to Licensor in advance of its use for Licensor's written consent, and Licensor has given such written consent, not to be unreasonably withheld or delayed, provided that once Licensor has approved a type of good, no specimen thereof will need to be resubmitted unless and until Licensee makes a material modification thereto (and further provided that Licensee may affix the marks "WORLD TRADE CENTER" and "WTC" in the Non-Stylized Form to brochures and all printed or electronic materials relating to the normal business operation, promotion, or advertising of any portion of the Premises);
- (3) not use the Marks in connection with the advertising, sale or promotion of any facility other than the Premises, it being understood, however, that Licensee may use the Marks in a factually accurate manner in such advertising, sale or promotion to denote the Premises even in connection with materials that include references to other properties;
- (4) not use the Marks or any colorable imitation thereof as a mark or in any other way (other than fair use as understood under the Lanham Act) subsequent to the License Term;
- (5) not use the Marks in combination or conjunction with any other term or device without securing the prior written consent of Licensor, which consent shall not be unreasonably withheld; provided, however, that Licensor expressly consents herein to use of the terms "The Mall at the World Trade Center" and the "WTC Retail LLC" corporate name; and
- (6) not use any of the Marks in a manner that will genericize, dilute or otherwise damage, any of the Marks and/or the goodwill associated therewith.

C. Reservation of Rights Not Licensed

1. The rights granted to Licensee in the Licensed Property are limited in time and substantive scope solely to the express terms of the non-exclusive License granted under this Agreement. All rights not expressly licensed pursuant to Section II.B above are expressly

reserved to Licensor. Licensee shall use the Licensed Property only insofar as permitted under the License (including without limitation using the Licensed Property beyond the express terms of the license grant in Section II.B only with the written pre-approval of Licensor).

2. Without limiting the generality of Section II.C.1 above, nothing in this Agreement shall be construed to authorize Licensee to use or purport to authorize use of any of the Licensed Property in connection with any facility, business, or enterprise, other than the Premises.

D. Enforcement of Licensed Rights. As between Licensor and Licensee, Licensor has and shall continue to have for the License Term the exclusive initial right and option (but not the obligation) to initiate and control any litigation or other proceeding or action taken involving any of the Marks (whether or not in combination with one or more other words or devices) or any colorable imitation thereof at the sole discretion of Licensor. Unless such enforcement is against Licensee, the expenses of any such enforcement, including proceedings relating thereto, shall be paid by Licensor. Any and all recoveries from any lawsuit, other proceeding or action, or settlement shall go solely to Licensor; provided, however, that if (i) Licensor initiates such litigation, other proceeding or action at the written request of Licensee, Licensee shall pay Licensor's reasonable costs, attorneys' fees and other expenses in connection with such litigation, other proceeding or action, in accordance with typical cost, fee and expense levels for litigation of this type by firms of national reputation in New York City, U.S.A., or (ii) Licensor decides not to initiate such litigation, other proceeding or action, Licensee shall have the right, as between Licensor and Licensee, at Licensee's own cost and expense to initiate such litigation, other proceeding or action, provided that Licensee (x) obtains Licensor's prior written consent, not to be unreasonably withheld, and (y) consults with Licensor throughout regarding such litigation, proceeding, or action. In connection with subpart (i) above, Licensor shall reimburse Licensee for such costs, attorneys' fees and expenses paid by it to Licensor to the extent those items are covered by any monetary recovery received by Licensor as a result of the litigation, other proceeding or action, or settlement. As between Licensor and Licensee, Licensor shall have the sole and exclusive right of approval in its sole discretion to settle, compromise, or otherwise deal with any dispute (other than one with Licensee) relating to any of the Marks; except for those disputes undertaken by Licensee pursuant to subpart (ii) above concerning which, as between Licensor and Licensee, Licensee shall have such right of approval in consultation with Licensor. Licensee agrees to notify Licensor promptly in writing of any actual or suspected infringement, dilution, unfair competition, or any form of damage or probable damage relating to the Marks by a third party which may come to its attention and Licensee further agrees upon the request of Licensor to assist Licensor, at the sole expense of Licensor, in enforcing any of the Marks against such party.

III. ARTICLE - TERM OF AGREEMENT

A. Term. The term of this Agreement (the "License Term") shall be for the term of the letting as set forth in Section 3 of the Amended Lease, which expires on July 15, 2100, and for any extension of such term in accordance with the terms of the lease such that said expiration is commensurately deferred; provided, however, that if the Amended Lease is terminated in accordance with its terms prior to either July 15, 2100 or the expiration of any extension of the Amended Lease term, as the case may be, then (a) from the time of such termination and

thereafter Licensee shall immediately cease any use of the words "The Mall at the World Trade Center" and the "WTC Retail LLC" corporate name in connection with the words WORLD TRADE CENTER or WTC, in accordance with the terms set forth in this Agreement, and (b) this Agreement shall be deemed to have expired simultaneously with the termination of the Amended Lease term or the termination of any extension thereof, as the case may be, provided that Licensee shall, in the event of a termination as referred to in this item (b), nonetheless also comply with item (a) as set forth above in this paragraph.

B. Material Breach. Subject to Section VI.A hereof, in the event of any material breach of any provision hereof on the part of Licensee which remains uncured sixty (60) calendar days after Notice of the alleged breach is received by Licensee, Licensor may bring an action in law or in equity with respect to such breach. Licensor's exclusive remedies with respect to a breach of any provision of this Agreement shall be monetary damages and injunctive relief against such continued violation. Any such breach by Licensee shall be deemed a partial breach of this Agreement, and Licensor may not terminate this Agreement for such partial breach.

C. Cessation of Use. Licensee agrees to cease, immediately upon expiration of this Agreement, production of new materials which bear any of the Marks or any colorable imitation thereof. Notwithstanding Section II.B(4), for all use of the Marks or any colorable imitation thereof (other than fair use as understood under the Lanham Act) by or on behalf of Licensee which cannot with reasonable efforts be ceased coincident with the end of the License Term, within one hundred and eighty (180) days of expiration of this Agreement all such use of the Marks or any colorable imitation by or on behalf of Licensee shall be ceased, including, without limitation, any and all display, publication, and broadcasting of any of the Marks or any colorable imitation thereof or materials incorporating any of the Marks or any colorable imitation thereof.

IV. ARTICLE - QUALITY STANDARDS

A. Quality Standards. In addition to the other quality standards set forth herein, Licensor and Licensee agree that the quality of all services rendered under any of the Licensed Property shall be comparable in quality to the quality of services then prevailing in the Comparable Buildings, and all related advertising, promotional, and other materials or presentations displaying the Marks or any of them (including without limitation on-line or other electronic presentations) shall be comparable in quality to the advertising, promotional and other materials or presentations used in connection with the Comparable Buildings, and all of the foregoing shall conform in all respects to the obligations of Licensee under the then applicable provisions of the Lease Agreement. Licensee shall submit to Licensor, from time to time, upon request of Licensor, (i) samples sufficient to accurately show each of Licensee's uses of the Marks and (ii) detailed descriptions of any and all of the goods (subject to Section II.B.2) and services provided and activities conducted by Licensee in connection with the Marks.

B. Quality Maintenance

1. Licensee agrees:

(1) to permit reasonable inspection of the operation of the Premises, and uses of the Licensed Property, during normal business hours and at reasonable intervals on not less than three (3) business days' notice; and

(2) not to use or knowingly permit the use of the Premises or any portion thereof for any illegal purpose.

2. It is agreed that:

(1) Licensor shall maintain any United States trademark registrations for the Marks and shall pursue the prosecution of United States trademark applications for the Marks subsisting or pending on the Commencement Date; and

(2) Licensor shall file a United States application for registration of any of the Marks that may be added to the Licensed Property after the Commencement Date (but only insofar as such one or more of the added Marks is not already the subject of one or more United States registrations or applications for registration) pursuant to this Agreement and written amendments thereto between Licensor and Licensee; provided, however, that the party that proposes an addition as aforesaid to the Licensed Property shall bear the cost (including attorney fees) of filing each application occasioned by such addition, as well as prosecuting, defending (from opposition or other challenge) and maintaining such application(s) and any registration(s) based thereon.

V. ARTICLE - INDEMNIFICATION

A. Indemnification by Licensee. Except for any damages due to (i) the gross negligence or willful misconduct of Licensor or (ii) any claim challenging Licensor's ownership and/or Licensor's use of the Marks, Licensee agrees to and shall indemnify, defend, and hold harmless Licensor, as well as Licensor's officers, directors, and employees, from and against any and all damages of any nature or kind whatsoever, including without limitation reasonable attorneys' fees, liability, awards, costs, judgments, orders or decrees based on or arising out of any claim, suit, threat, cause of action, demand or proceeding arising out of Licensee's material breach of the terms of this Agreement, or out of any services or goods (subject to Section II.B.2) provided or activity conducted by Licensee or any servant, agent, or employee thereof under, otherwise in connection with, or as a result of any of the Licensed Property.

B. Indemnification by Licensor. Except for any damages due to the gross negligence or willful misconduct of Licensee, Licensor agrees to and shall indemnify, defend and hold harmless Licensee, as well as Licensee's officers, directors, and employees from and against any and all damages of any nature or kind whatsoever, including without limitation reasonable attorneys' fees, liability, awards, costs, judgments, orders or decrees based on or arising out of

any claim, suit, threat, cause of action, demand or proceeding arising out of Licensor's material breach of the terms of this Agreement.

VI. ARTICLE - EQUITABLE REMEDIES

A. Injunctive Relief. Licensee acknowledges that the Registrations, the Marks and the goodwill associated therewith constitute a valuable property interest of Licensor and that Licensor would suffer substantial, irreparable damage and would be without adequate remedy at law in the event of use of any of the Licensed Property by or on behalf of Licensee other than in conformance with the terms and conditions of this Agreement. Accordingly, notwithstanding any cure rights set forth herein on behalf of Licensee or other remedies available to Licensor at law, Licensor shall be entitled to immediate injunctive relief against any infringement of any of Licensor's rights in any of the Licensed Property or any unauthorized use of any of the Marks, or any other part of the Licensed Property, or any colorable imitation of any of the foregoing, by or on behalf of Licensee, or if at any time Licensee fails to fulfill any of its obligations under Articles II, III, and IV of this Agreement; provided, however, that the foregoing shall be without prejudice to Licensee's defending against the same on the basis that no such infringement, unauthorized use, or failure has occurred.

VII. ARTICLE - MISCELLANEOUS

A. Notices. Each notice, demand, request, consent, approval, or other communication required or permitted hereunder ("Notice") shall be in writing, with a copy to the Port Authority, and shall be deemed to have been duly given and received if and only if (i) personally delivered with proof of delivery thereof (any Notice so delivered being deemed to have been received at the time delivered), (ii) sent by overnight mail, postage prepaid (any Notice so delivered being deemed to have been received at the time delivered), or (iii) transmitted by telecopier with confirmation of receipt (sender's confirmation of a successful transmission) (any Notice so sent being deemed to have been received on the date of transmission, if a business day, or the first succeeding business day, subsequent thereto), addressed to the respective parties as follows:

if to Licensor:

World Trade Centers Association, Inc.
420 Lexington Avenue,
Suite 518
New York, NY 10170
Attention: Executive Vice President
Tel: (212) 432-2626
Fax: (212) 488-0064

if to Licensee:

The Port Authority of New York and New Jersey
225 Park Avenue South,
14th Floor
New York, New York 10003
Attention: General Counsel
Tel: (212) 435-6910
Fax: (212) 435-6913

A party may designate by Notice in writing given to the other(s) in the manner herein specified a new or other address to which Notices shall thereafter be so given.

B. Construction and Application of Terms. This Agreement does not constitute Licensee as the agent or representative of Licensor for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created. All designations of time herein contained shall refer to the time system then officially in effect in the City of New York. This Agreement may not be amended except by a document signed by Licensor and Licensee, and in the case of an amendment to the provision in Section VII.A concerning Notice to the Port Authority or to this Section VII.B or Section VII.E, by the Port Authority also. This Agreement shall not alter the Port Authority's license rights under the Marks.

C. Consents; Approvals. Any written request for consent or approval hereunder shall be deemed granted if the party receiving such request does not deny such request in writing within thirty (30) days following receipt of such request.

D. Disclaimer. Nothing in this Agreement shall be deemed to constitute a warranty or representation by Licensor that any of the Licensed Property is available for use, or that use of any of the Licensed Property does not infringe the rights of one or more others. LICENSOR MAKES NO WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH RESPECT TO THE LICENSED PROPERTY.

E. Binding Effect; Successors and Assigns; Sublicensing; Survival. This Agreement shall be binding upon and inure to the benefit of Licensor's respective successors and assigns. Licensee may not assign, transfer, or convey (including by operation of law) this Agreement or sublicense the Marks or other Licensed Property to any Person without the prior written consent of Licensor; provided, however, that Licensee (and Licensee's permitted successors and assigns) shall have the right to assign this Agreement or sublicense the Marks and the other Licensed Property, in either case, in whole or in part, to any Person who succeeds to Licensee's interest as lessee of all or any portion of the Premises, provided that such assignee, sublicensee or successor agrees in writing to be bound by all of the terms and conditions of this Agreement. Licensee's obligations under Articles II and V, and Licensor's obligations under Article V, shall survive expiration of this Agreement or the License.

F. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America.

G. Non-Waiver. The failure of either party to exercise any right, power, or option available to it under this Agreement, or to insist upon strict compliance with the terms hereof, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by a party hereto of its rights at any time

thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies hereunder are cumulative to any other rights or remedies which may be granted by law.


H. Entire Agreement; Duly Authorized. This Agreement represents the entire understanding and agreement between Licensor and Licensee with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, Licensor and Licensee have hereunto set their hands and seals as of the day and year first above written.

Licensor:

WORLD TRADE CENTERS ASSOCIATION,
INC.

By: 
Name: Matthew Kleinknecht
Title: Vice President

Licensee:

WTC RETAIL LLC

By: The Port Authority of New York and New
Jersey

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Licensor and Licensee have hereunto set their hands and seals as of the day and year first above written.

Licensor:

WORLD TRADE CENTERS ASSOCIATION,
INC.

By: _____
Name: _____
Title: _____

Licensee:

WTC RETAIL LLC

By: The Port Authority of New York and New
Jersey

By: 
Name: Michael B. Francois
Its: Director of Development

EXHIBIT A

- San Francisco Place, San Francisco, CA
- Copley Plaza, Boston, MA
- Rockefeller Center, New York, NY (retail portions only)
- "Westfield Shoppingtown", Garden State Plaza, Paramus, NJ
- Roosevelt Field Shopping Center, Garden City, NY
- The Westchester Mall, White Plains, NY
- Grand Central Station, New York, NY (retail portions only)
- Time Warner Center, New York, NY (retail portions only)
- Beacon Court (a/k/a The Bloomberg Building), New York, NY (retail portions only)

EXHIBIT B

WORLD TRADE CENTER, U.S. Reg. No. 1,469,489

WTC, U.S. Reg. No. 1,749,086

Map Design Logo Depiction, U.S. Reg. No. 1,011,720:

